Agenda

Regular Meeting of the Quality of Life Committee
June 18, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
   a. CONNECT Presentation (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)
6. Action Items: Consent Agenda
   a. Request for Approval of the June 4, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

      Committee Review:
      Quality of Life Committee: 06/18/2025

   b. Request for Approval of Amendment No. 2 to Professional Services Agreement Item #23-0541 with Bella Luz Apartments 2022, LLLP to Extend the Term to June 30, 2026 for Constructing and Renovating the Lamplighter Inn. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov)

      Committee Review:
      Quality of Life Committee: 06/18/2025
      Finance Committee: 06/23/2025
      Governing Body: 06/26/2025

   c. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount

of $97,208 from the Economic Development Administration Fund to the FY26 Community Development Grant Fund to Support an Internal Position Funded by ARPA. (Loretta S. Olguin, Community Development Business Operations Manager, lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/09/2025
Governing Body: 06/25/2025

d. Request for Approval of Budget Amendment Resolution (BAR) to Move Excess Revenues Collected in the Community Convention Center for FY25 in the Amount of $663,768 into FY26 Building & Structure Non-Exempt. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

e. Request for Approval of a Service Agreement with Interfaith Community Shelter Group, Inc. for the Purpose of Providing Overnight Shelter, Life Stabilizing Services, and Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

f. Request for Approval of a Service Agreement with Santa Fe Recovery Center, Inc. for the Purpose of Providing Behavioral Health Services, Basic Needs Support, Parenting Classes, Life Skills Training, and Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

g. Request for Approval of a Service Agreement with the TBT Fund for the Purpose of Providing Antepartum Doula and Perinatal Support Services In the Total Amount of $300,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

h. Request for Approval of a Service Agreement with Coming Home Connection for the Purpose of Providing Caregiving, Equipment Loans and Navigation Services In the Total Amount of $288,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

i. Request for Approval of a Service Agreement with Partnership for Community Action for the Purpose of Providing Navigation Services In the Total Amount of $216,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

j. Request for Approval of a Service Agreement with Gerard's House for the Purpose of Providing English and Spanish Grief Support Groups In the Total Amount of $224,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

k. Request for Approval of a Service Agreement with Kitchen Angels for the Purpose of Providing Nutritional Meal Delivery and Navigation Services In the Total Amount of $280,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025

Governing Body: 06/25/2025

l. Request for Approval of a Service Agreement with La Familia Medical Center for the Purpose of Providing Diabetes Education, Prevention and Maternal Health Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

m. Request for Approval of a Service Agreement with Las Cumbres Community Services for the Purpose of Providing Navigation Services In the Total Amount of $260,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

n. Request for Approval of a Service Agreement with Literacy Volunteers for the Purpose of Providing Literacy Services In the Total Amount of $256,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

o. Request for Approval of a Service Agreement with the New Mexico Immigrant Law Center for the Purpose of Providing Legal Immigration and Navigation Services In the Total Amount of $300,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

p. Request for Approval of a Service Agreement with Santa Fe Dreamers Project for the Purpose of Providing Full Representation For DACA Renewal Services, Legal Citizenship Services, Green Card Renewal Services, Green Card Services for First Time Applicants, and Individual Legal Consultation Services for All Residents of Santa Fe in the Total Amount of $240,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025

Governing Body: 06/25/2025

q. Request for Approval of a Service Agreement with Solace Sexual Assault Services for the Purpose of Providing Navigation and safety Net Services in the Total Amount of $240,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

r. Request for Approval of a Service Agreement with St. Elizabeth Shelter For the Purpose of Providing Homeless Safety Net and Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

s. Request for Approval of a Service Agreement with The Food Depot For the Purpose of Providing Nutritious Food and Navigation Services in the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

t. Request for Approval of a Service Agreement with The Life Link for the Purpose of Providing Navigation Services in the Total Amount of $240,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

u. Request for Approval of a Professional Services Contract with Aspen Solutions LLC for the Purpose of Providing Data Consultation Services to Human Services Committee and Children and Youth Commission Grantees In the Total Amount of $400,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 6/25/2025

v. Request for Approval of Professional Services Contract with United Way of North Central New Mexico for the Purpose of Operating the CONNECT 211 Call Center and Providing Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 6/25/2025

w. Request for Approval of Amendment No. 2 to the Lease Agreement, Dated February 18, 1987, As Amended, with Challenge New Mexico to Remove the Requirement for Construction of Group Homes for the Mentally and Physically Handicapped and Assign the Agreement to The Life Link, Contingent Upon the City Receiving Confirmation of the Sale and Transfer of Challenge New Mexico's Improvements on the Leased Property to The Life Link. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

x. Request for Approval of Information Technology Contract with Ron Turley Associates, Inc to Support an Enterprise-Wide Approach to Fleet Management Solutions in the Total Amount of $901,820.13 through June 30, 2030. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov; David Jaramillo, Fleet Section Manager; dmjaramillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

y. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #24-0453 with TEKSystems Global Service LLC to Increase the Compensation by $1,478,447.10 for a New Total of $1,737,231.60 and to Extend the Termination Date to July 12, 2028 for Category Six Administration Services. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025

Governing Body: 06/25/20258

z. Request for Approval of Purchasing Entity Contract with Verizon Wireless for Wireless Voice, Data, and Accessories in the Total Amount of $2,674,170.60. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

aa. Request for Approval of General Services Contract with Carahsoft Technology Corp. for Short-Term Rental Monitoring and Identification Services for the Enforcement Division of the Planning and Land Use Department in the Total Amount of $997,300.86 for a Two-Year Term. (Tom Graham, Assistant Land Use Director; tmgraham@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

bb. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
A Resolution Updating the Terms of and Extending the Pilot Program Supporting Physical and Mental Wellbeing of City of Santa Fe Employees. (Bernadette Salazar, Human Resources Director; bjsalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

cc. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Approving Budget Amendments and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's Third Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 6/11/2025
Public Works and Utilities Committee: 6/16/2025
Quality of Life Committee: 6/18/2025
Finance Committee: 6/23/2025

Governing Body: 6/25/2025

dd. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber and Councilor Michael Garcia)
A Resolution Establishing the City of Santa Fe as a Vision Zero City and Directing the City Manager to Take Action in Support of the Vision Zero Goal. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Bicycling and Pedestrian Advisory Committee: 06/12/2025
Public Works and Utilities Committee: 06/16/2025
Quality of Life Committee: 06/18/2025
Governing Body: 06/25/2025

7. Action Item: Discussion Agenda (First Public Comment)

   a. CONSIDERATION OF BILL NO. 2025-16. ORDINANCE NO. 2025-____. (Mayor Alan Webber)
   A Bill Amending Section 2-4.6 to Remove the Sixty (60) Day Timeline for the City Manager to Hire a Deputy City Manager and Update the Section Consistent with the Charter. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov)

   Committee Review:
   Governing Body (Introduced): 06/11/2025
   Alternate Schedule Pursuant to Waiver of Procedural Rules
   Quality of Life Committee: 06/18/2025
   Finance Committee: 06/23/2025
   Governing Body (Public Hearing): 06/25/2025

8. Executive Session

9. Matters from Staff

10. Matters from the Committee

11. Matters from the Chair

12. Next Meeting: Wednesday July 2, 2025

13. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.



COMMUNITY
is our Greatest Resource

CONNECT

A SANTA FE COUNTY + CITY OF SANTA FE COMMUNITY PARTNERSHIP

Quality of Life Committee

June 18, 2025

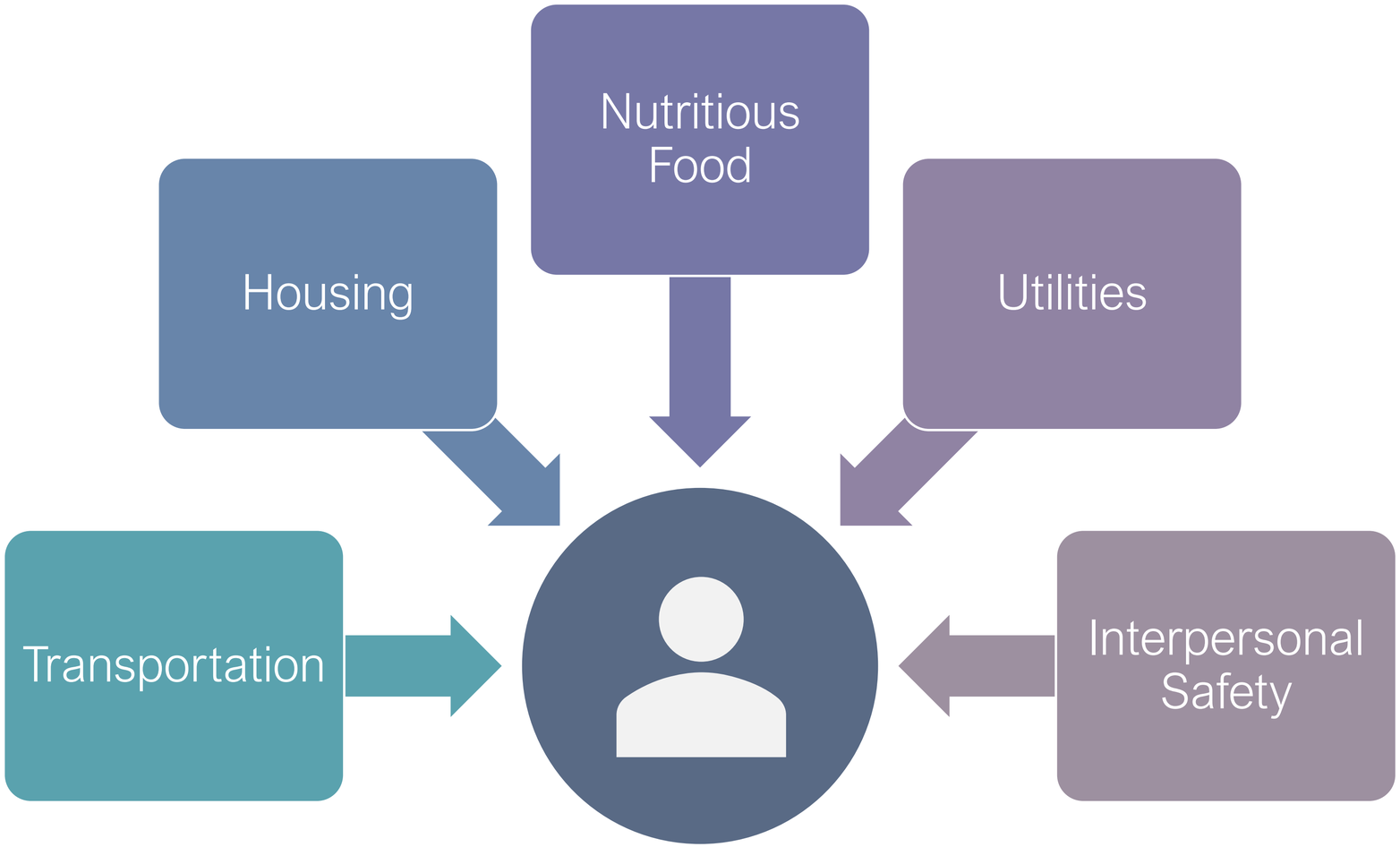
Streamlining Efforts in Santa Fe

PROBLEM: Fragmented referrals and concerns about whether individuals were being connected to resources.

SOLUTION: CONNECT established as a care coordination and navigation network.

IMPLEMENTATION: Unite Us identified as the closed loop referral management platform for CONNECT.

CONNECT: An Accountable Health Community Model



Vision

All City and County residents regardless of income have access to high-quality health care and are linked to the resources they need for health and well-being.

A New Mexican Model



Relationship Based

Mutual Trust

Collaboration

Input



Connected

Networking

Support

Technical Assistance



Resource Smart

Funding

Contracts

Policy



Ground Up

Gaps

Resources

Evaluation

UNITE US

CONNECT COMMUNITY is our Greatest Resource

Goals, Strategies and Metrics

Goals

- Improve County level health outcomes
- Reduce per capita costs of healthcare and jail use
- Increase access to quality health and human services

Strategies

- Create and support network of partners employing navigators who screen for and address client Social Determinants of Health (SDOH).
- Identify gaps in services and advocate for policy change and resource investment

Navigation

- Community health workers, case managers, social workers, and other service providers who link people to services and resources in the community
  - Screen individuals for needs
  - Identify appropriate and available resources
  - Submit electronic referrals to connect individual to services and resources
  - Ensure individual receives identified resources and services

Standardization

- Required Social Needs Screening
- Required Evaluation Screening
- Optional COVID-19 Screening
- Navigation Plan

Metrics

- <u>Leading Indicators:</u>
  - Emergency room and jail use; self-reported health; number of clients whose SDOH needs are resolved
- <u>Lagging Indicators:</u>
  - rates of suicide, overdose, depression, homelessness, educational attainment, etc.
  - Cost benefit analysis

History of CONNECT

2017

Santa Fe County establishes Accountable Health Community (AHC)

AHC consists of 13 navigators across 8 programs

2018

Unite Us is selected as the closed loop referral platform

2019

AHC named CONNECT

CONNECT documentaries created

City of Santa Fe partners with Santa Fe County to expand CONNECT

2020

MOU between Santa Fe County and City of Santa Fe formalizes the partnership

CONNECT self-referral portal becomes available

CONNECT logo developed

CONNECT is utilized to disperse COVID-19 relief funds ($8.4 million disbursed in 5 months)

2021

CONNECT 211 Call Center established

CONNECT Wellness Fund established

2022

CONNECT begins to disperse ARPA funds

Unite Us payment feature is implemented

CONNECT participates in the SDOH statewide collaborative

2023

CONNECT Wellness Fund established with UWNCNM

CONNECT 211 Text to Donate Line created

Statewide interest in replicating CONNECT

Presbyterian Health Plan

Presbyterian Healthcare Services

2024

CONNECT continues to disperse ARPA funds

Doña Ana CONNECT

Workforce Integration Network (WIN)

Los Alamos County

City of Albuquerque/ Bernalillo County

2025

CONNECT finishes dispersing ARPA funds ($3.1 million disbursed)

Rio Arriba County

America's Job Center

CONNECT consists of 300+ navigators across 85 programs

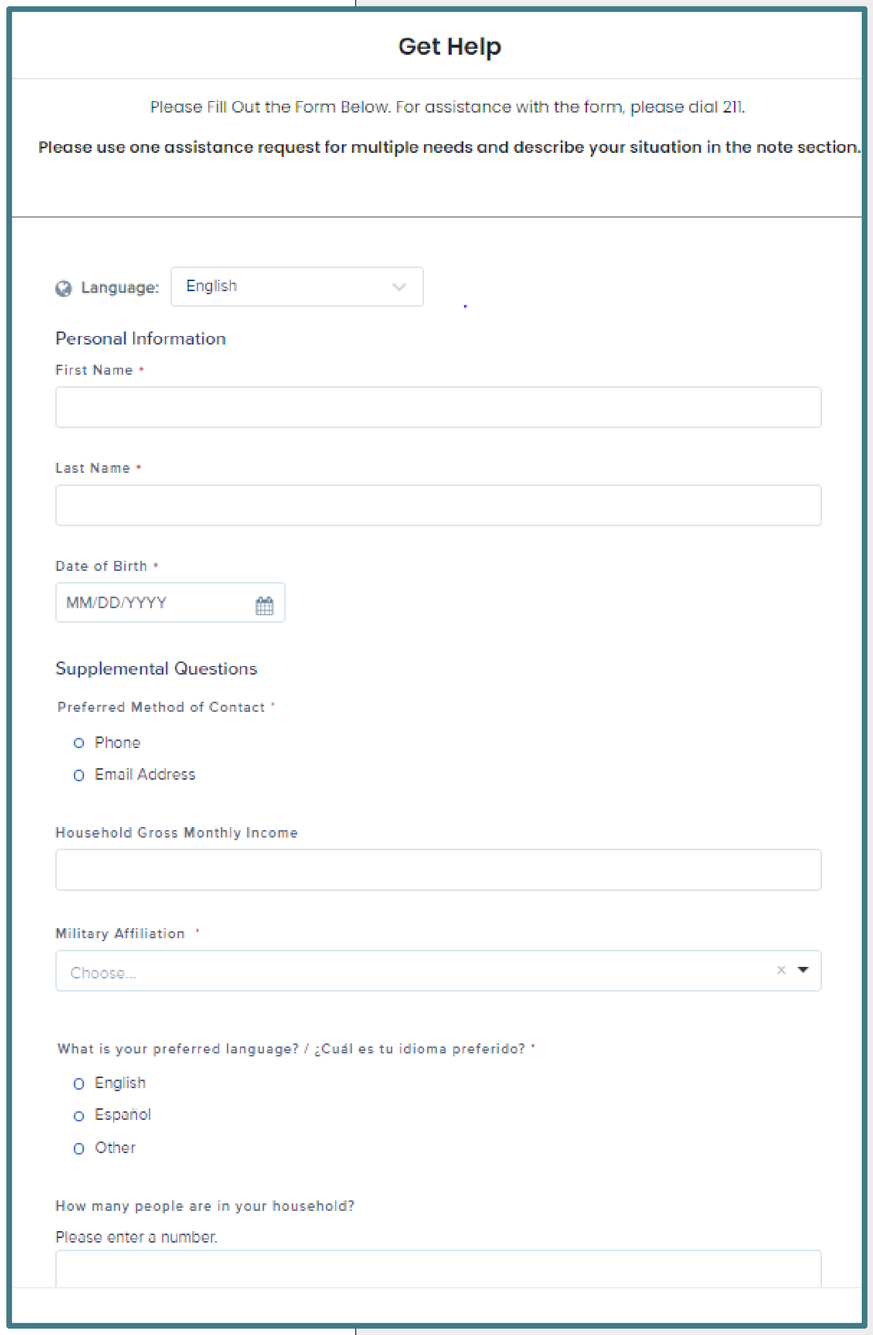
America's Job Center NM, Bienvenido's Outreach, Big Brothers Big Sisters Mountain Region, Casa Milagro, Catholic Charities, Chainbreaker Collective, CHRISTUS St. Vincent Regional Medical Center, City of Santa Fe Fire Dept. Mobile Integrated Health Office (MIHO), City of Santa Fe Senior Services, Coming Home Connection, Communities In Schools of New Mexico, **CONNECT Hub** Consuelo's Place, Earth Care, Espanola Pathways Shelter, Esperanza Shelter, Fathers New Mexico, **First Choice Community Healthcare, Inc.**, First Judicial District Attorney's Office, First Judicial District Court, Foundation for Monte del Sol-Casa Program for Homeless Youth and Families, Gerard's House, Girls Incorporated of Santa Fe, **Growing Up New Mexico**, HELP NM, **Interfaith Community Shelter**, Kitchen Angels, **La Familia Medical Center**, **Las Cumbres Community Services**, Life Circle Adult Day Center, Many Mothers, NAMI Santa Fe, NM Coalition to End Homelessness, NM Eviction Prevention and Diversion, NM Immigrant Law Center, NM Law Office of the Public Defender, PNM (SF), Presbyterian Health Services Northern Roots, Presbyterian Medical Services, Salvation Army, Santa Fe County Adult Detention Facility, Public Service Company of NM (PNM), Santa Fe County Community Services, Santa Fe County DWI, Santa Fe County engage Program, Santa Fe County Housing ROSS Program, Santa Fe County Mobile Integrated Health, Santa Fe County Teen Court, Santa Fe Crisis Triage Center, Santa Fe Indigenous Center, Santa Fe Municipal Court, **Santa Fe Public Schools Adelante**, Santa Fe Recovery Center, Santa Fe Veterans Alliance, **SFPS Teen Parent Program**, Solace Sexual Assault Services, Somos Un Pueblo Unido, Southwestern College Tierra Nueva Counseling Center, **St. Elizabeth Shelter**, TeamBuilders Behavioral Health, The Food Depot, **The Life Link**, The Mountain Center, The Sky Center/NM Suicide Intervention Project, Transformative Justice Initiative, United Way of North Central NM 2-1-1, Youth Shelters and Family Services, YouthWorks

Any Door Approach

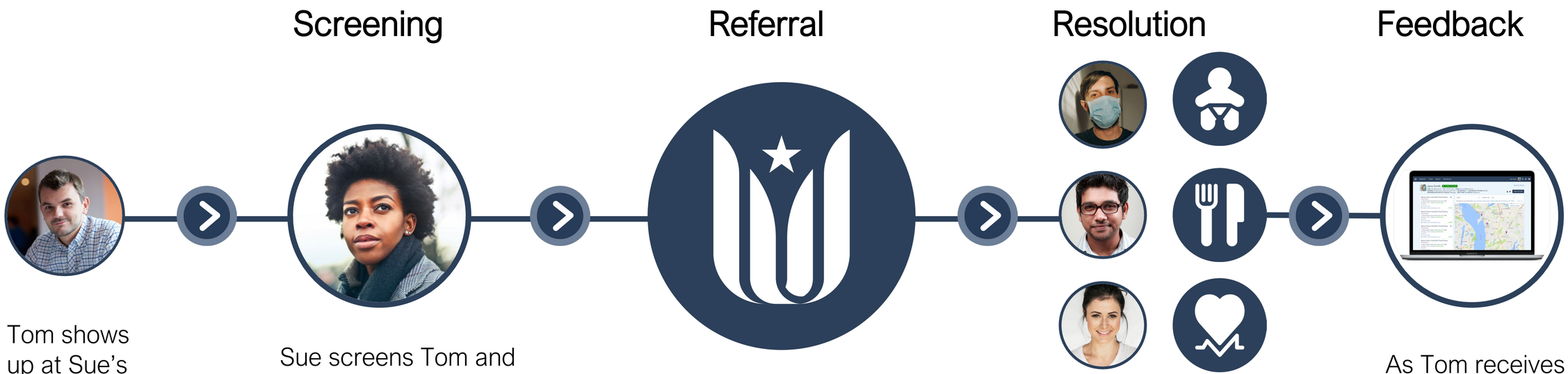
Find a navigator at **any CONNECT organization**

Online self-referral portal:
www.santafenm.gov/connect or
www.santafecountynm.gov/connect

Call 2-1-1 (or 505-245-1735)
(United Way of North Central New Mexico)



Connecting People to Care



Tom shows up at Sue's organization, calls 211, or submits an assistance request.

Screening

Sue screens Tom and identifies that he has additional needs.

Referral

Sue uses Unite Us to gain digital consent and electronically refer Tom to multiple community partners. Through the platform, she can seamlessly communicate with the other providers in real time and securely share Tom's information.

Resolution

Feedback

As Tom receives care, Sue receives real-time updates and tracks Tom's total health journey.

Investing in the Network

Navigation services

Contract alignment

Flexible Funds

Central Hub

Program management

Unite Us

United Way- 211 program

Data and evaluation

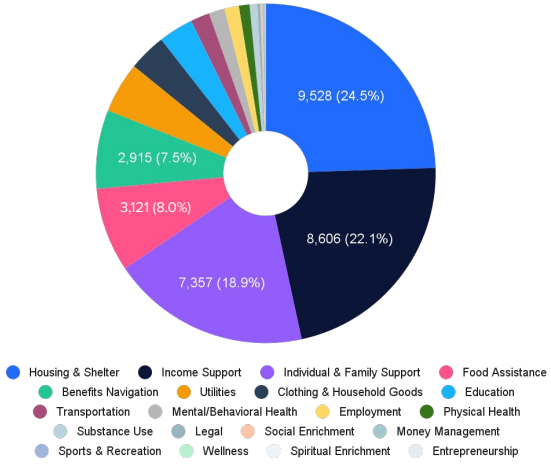
Promotional Items

Santa Fe CONNECT

Needs

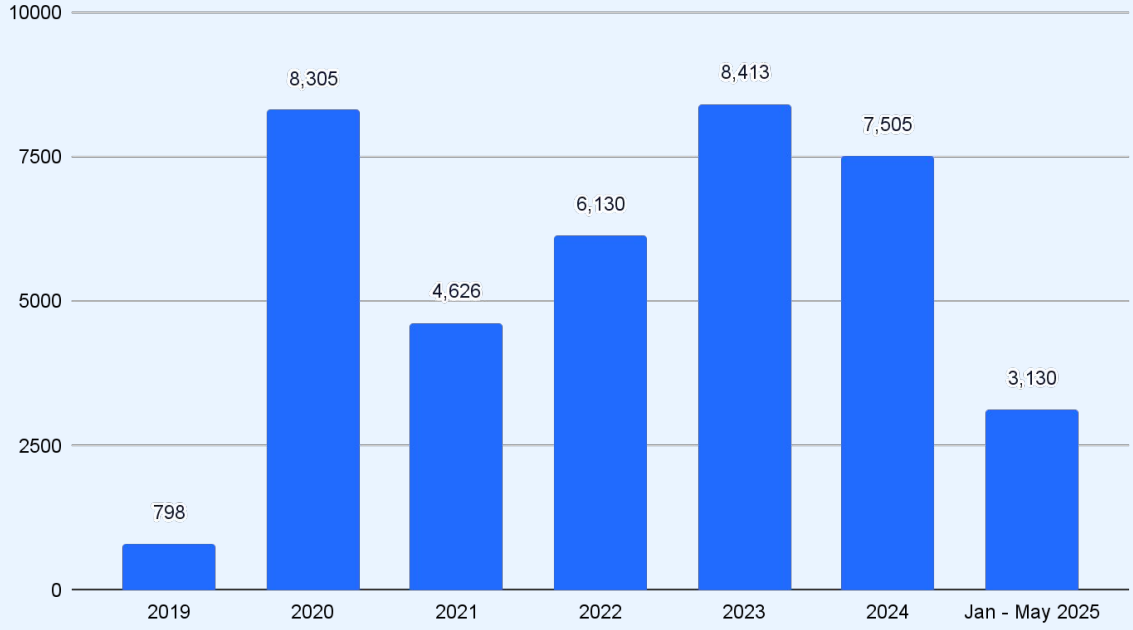
Santa Fe CONNECT partners created **38,907 cases impacting over 12,000 Santa Feans**. Housing & Shelter, Income Support, and Individual & Family Support needs made up 66% of all cases.

Service Type Detail



UNITE US

Cases created in Santa Fe County by Year



Source: Unite Us Platform All Cases Data 04/01/2019 - 05/31/2025

Proprietary and Confidential

Santa Fe CONNECT | Resolved Outcomes

32,676 Closed Cases Impacting 11,281 Clients

27,400 Resolved Cases
Impacting **9,944 Clients**

5,276 Unresolved Cases
Impacting **3,680 Clients**

- **16,373** Received Services
- **5,281** Other
- **2,387** Client Self Resolved
- **1,185** Enrolled
- **778** Referred Out of Network
- **667** Screening Completed
- **409** Applied
- **163** Relocated Out of Service Area
- **126** Determined Eligible
- **23** Sensitive Case Closed

Outcome: **Received Services (Resolved)**

Number of Cases: **16,373**

Received Emergency/One-time Financial Assist..	6,083
Receiving Social Services Case Management Se..	2,629
Received Assistance Paying for Rent	727
Obtained Emergency Housing	718
Received Educational Support Services	596
Received Gift Cards/Financial Assistance to Pu..	462
Received Housing Case Management Services	410
Received Supplemental Food from Food Pantry..	395
Received Diapers/ Infant Supplies	390
Receiving Social Services Case Management	375
Received Pregnancy/Birthing/Postpartum Sup..	302
Received Utility Bill Payment Assistance	254
Received ID/Documentation Assistance	240
Received Household Goods	237
Received Clothing	234
Received Prepared Meal(s)	171
Received Peer Support Services	165
Received Baby Supplies/Furniture	130
CARES Act - UTILITIES - Funding provided for G..	127
Received Hotel Voucher	125
Signed Up to Receive Food Pantry Distribution	113
Received Life Coaching Services	69
Received Companionship and Socialization Sup..	67
Government-issued ID Obtained	66

Outcome: **Enrolled (Resolved)**

Number of Cases: **1,185**

Enrolled in Parenting Education Classes	259
Enrolled in Meals on Wheels Program	210
Enrolled in Ride Coordination Program	183
Enrolled in Family Support Home Visiting Prog..	149
Application Approved for Public Housing/Vouc..	120
Enrolled	64
Enrolled in Youth Development Program	45
Enrolled in Child Care Services	28
Enrolled in Early Childhood Education Program	27
Enrolled in Support Group	27
Enrolled in Health Insurance Benefits	21
Enrolled in Home-based Care Services	11
Enrolled in Mentoring Program	7
Application approved for Public Housing/Vouc..	6
Enrolled in Exercise Classes/Groups	4
Enrolled in Inpatient Substance Use Treatment..	4
Enrolled in Adult Day Program	3
Enrolled in Health Coaching Program	3
Enrolled in Home Energy/Utilities Benefits	3
Enrolled in Bereavement and Grief Support	2
Enrolled (Certification)	1
Enrolled (GED)	1
Enrolled in Assisted Living	1
Enrolled in Career-Specific Training Program	1
Enrolled in Chronic Disease Management Progr..	1
Enrolled in English as a Second Language (ESL) ..	1
Enrolled in Health Literacy Class	1
Enrolled in Nutrition Education Program	1
Enrolled in Therapeutic Program/Retreat	1

Outcome: **Referred Out of Network (Resolved)**

Number of Cases: **778**

Received List of Local Food Pantries/Banks	465
Referred Out of Network for Parenting Educati..	55
Referred Out of Network for Emergency/One-ti..	42
Referred Out of Network for Social Services Ca..	29
Referred Out of Network for Emergency Housi..	24
Referred Out of Network for Public Housing/Vo..	22
Referred Out of Network for Benefits Eligibilit..	19
Referred Out of Network for Family Counseling	15
Referred Out of Network for Educational Supp..	14
Referred Out of Network for Emergency Food ..	11
Referred Out of Network for Peer Support Serv..	10
Referred Out of Network for Ride Coordination..	10
Referred Out of Network for Child Care Services	8
Referred Out of Network for Clothing	8
Referred Out of Network for Nutrition Benefits..	8
Referred Out of Network for Individual Counse..	7
Referred Out of Network for Degree/Certificati..	4
Referred Out of Network for Early Childhood E..	4
Referred Out of Network for Health Care Coord..	3
Referred Out of Network for Language Classes	3
Referred Out of Network for Screening	3
Referred Out of Network for Household Goods	2
Referred Out of Network for Immigration Servi..	2
Referred Out of Network for Prepared Meal(s)	2
Referred Out of Network for Youth Mental Hea..	2

Outcome: **Applied (Resolved)**

Number of Cases: **409**

Applied for WIC	99
Applied for Public Housing/Voucher Program	65
Applied: Accepted	57
Applied for SNAP Benefits	53
Applied for Nutrition Benefits	40
Applied for Early Childhood Education Program	27
Applied for Health Insurance Benefits	24
Applied for Child Care Voucher/Financial Assist..	17
Applied for Home Energy/Utilities Benefits	9
Applied for Medical Health Expense Assistance	3
Applied for TANF/State Cash Assistance Benefi..	3
Applied for SSI/SSD/State Disability Benefits	2
Applied for Unemployment Insurance	2
Applied: Accepted (Associate's Degree)	2
Submitted FAFSA Application	2
Applied for SSD Benefits	1
Applied for State Cash Assistance Benefits	1
Applied for TANF	1
Applied: Accepted (GED)	1

Outcome: **Screening Completed (Resolved)**

Number of Cases: **667**

Received Public Benefits Eligibility Screening	633
Received Benefits Eligibility Screening	29
Received Veterans Benefits Eligibility Screening	5

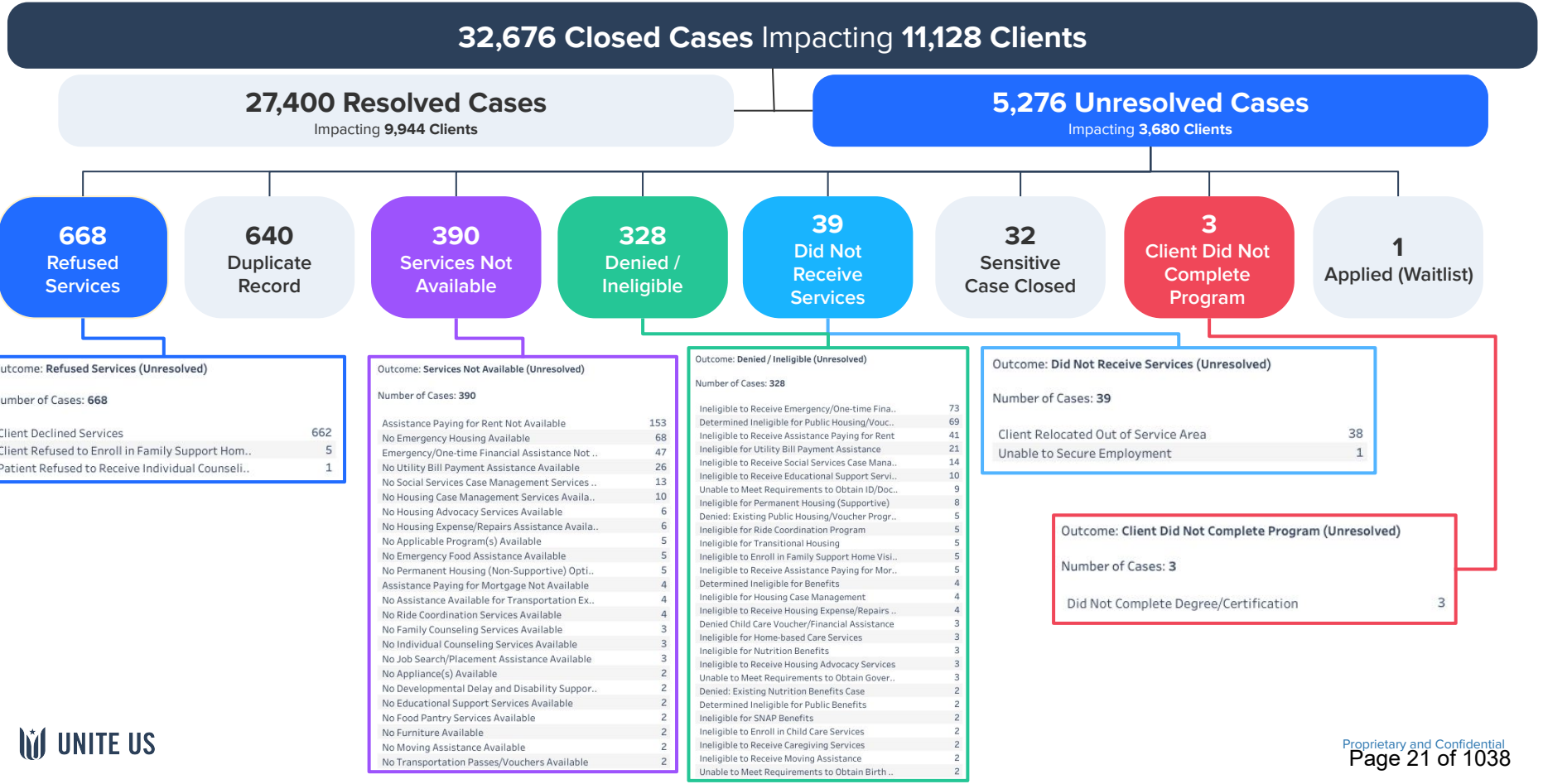
Outcome: **Determined Eligible (Resolved)**

Number of Cases: **126**

Determined Eligible for Public Benefits	97
Determined Eligible for Benefits	17
Determined Eligible for Developmental Delay a..	9
Determined Eligible for Veterans' Benefits	3

Proprietary and Confidential

Santa Fe CONNECT | Unresolved Outcomes



CONNECT Drives Outcomes

11,281
Clients Served
(closed cases)



Needs Met

- **91%** Emergency/One-Time Financial Assistance
- **70%** Rent/Mortgage Payment Assistance

93%
Food Needs Met

69%
Housing & Shelter Needs Met

91%
Income Support Needs Met

UNITE US

CONNECT COMMUNITY
Is our Greatest Resource

Human Services Committee (HSC)
Priority Areas and Numbers Served

Adult Health
Obesity
Diabetes death & hospitalization
Fruit/vegetable consumption
Prenatal care in first trimester
Persons without health insurance
Cancer deaths

Behavioral Health
Frequent mental distress
Suicide death
Alcohol-related death
Drug-related death

Community Safety
Fall-related death & hospitalization
Homelessness

Equitable Society
Food insecure households
Unemployment
Adults with some college
Households with computers and broadband internet

Numbers served and billed for **safety net** and **navigation services** are included in the table below.

Safety net services are the services that an agency typically does or receives funding to implement that help fulfill the agency's mission. Safety net services include housing, food assistance, behavioral health treatment, legal aid, respite care, diabetes prevention care and programs, shelter, and employment services.

Navigation services include sending/receiving referrals and coordinating care for community members seeking assistance with services such as housing/rental assistance, utilities, food access, medical and behavioral health, domestic violence services, legal aid, and meeting other immediate needs.

Numbers Served	FY23 (July-June)	FY24 (July-June)	Mid-FY25 (July-Dec 2024)
Navigation	1,067	1,256	776
Safety Net	52,639	51,509**	21,013**
Total	53,706	52,765	21,789

*Some grantees report numbers served across their organization and others report only those served through the City.

** The Food Depot reports that from July-December 2024 they served 14,886 individuals with food. If that number is removed from the total number served, it leaves 6,124 served with safety net and 6,903 total served (including the 776 served with navigation).

Agency	FY25 Q1-Q2 Safety Net # Served	FY25 Q1-Q2 Navigation # Served	FY25 Q1-Q2 Safety Net # Billed	FY25 Q1-Q2 Navigation # Billed
Coming Home Connection	67	24	34	12
Esperanza	76	87	25	62
Fathers New Mexico	58	60	NA	60
Interfaith Shelters	4,392	10	4,392	10
Kitchen Angels	166	8	13	8
La Familia	464	NA	360	NA
Las Cumbres	NA	28	NA	11
Literacy Volunteers	219	NA	0	NA
NM Immigrant Law Center	85	6	85	6
Santa Fe Dreamers	210	NA	79	NA
Solace Sexual Assault Services	110	34	NA	34
St. Elizabeth	168	146	168	8
The Birthing Tree	17	NA	17	NA
The Food Depot	14,886	243	243	54
The Life Link	NA	35	NA	35
Youthworks	95	95	NA	95
	21,013	776	5,416	395
	Total Served:	**27,600**	**Total Billed:**	**5,811**

HSC Grantees and Funding Amounts

Coming Home Connection	Navigation and Safety Net	$1,241,000.00 annually $4,964,000.00 four-year total Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax to support the provision of safety net and navigation services for adults ages 18+.
NM Coalition Against Domestic Violence-Esperanza Shelter	Navigation and Safety Net	
Partnership for Community Action- Fathers New Mexico	Navigation	
Gerard's House	Safety Net	
Interfaith Community Shelter Group, Inc.	Navigation and Safety Net	
Kitchen Angels	Navigation and Safety Net	
La Familia Medical Center	Safety Net	
Las Cumbres Community Services, Inc.	Navigation	
Literacy Volunteers	Safety Net	
New Mexico Immigrant Law Center	Navigation and Safety Net	
Santa Fe Dreamers Project	Safety Net	
Santa Fe Recovery Center, Inc.	Navigation and Safety Net	
Scott's House	Safety Net	
Solace Sexual Assault Services	Navigation and Safety Net	
St. Elizabeth Shelter	Navigation and Safety Net	
The Birthing Tree (TBT Fund)	Safety Net	
The Food Depot	Navigation and Safety Net	
The Life Link	Navigation and Safety Net	
The Memory Care Alliance	Navigation and Safety Net	

Children and Youth Commission
Priority Areas and Numbers Served

Safety & Basic Needs
Child Abuse & Neglect
Childcare Availability
Skipped School due to Safety
Food Insecurity
Housing Instability

Education
Pre-K Enrollment
Kindergarten Readiness
High School Graduation / GED
Chronic Absenteeism
Resiliency Factors

Youth Wellness
Pregnant Teens
Access to Early Prenatal Care
Consumption of Fruits/Veggies
Obesity
Substance Use
Mental Health
Youth 16-24 not in school and not working
Delinquent Referrals

Numbers served and billed for **safety net** and **navigation services** are included in the table below.

Safety net services are the services that an agency typically does or receives funding to implement that help fulfill the agency's mission. Some examples of safety net services include mental health counseling, youth programs to improve social-emotional learning or academic achievement, provision of food, or other direct services. They are intended to reduce negative impacts of poverty and other social drivers of health.

Navigation services include sending/receiving referrals and coordinating care for community members seeking assistance with services such as housing/rental assistance, utilities, food access, medical and behavioral health, domestic violence services, legal aid, and meeting other immediate needs.

Numbers Billed and Served	Mid-FY25 (July- December 2024)	
	Billed	Served
Navigation	217	738
Safety Net	12,775	16,283
Total	12,992	17,021

	Agency	FY25 Q1-Q2 Safety Net # Served	FY25 Q1-Q2 Navigation # Served	FY25 Q1-Q2 Safety Net # Billed	FY25 Q1-Q2 Navigation # Billed	FY25 Q1-Q2 CYC-Funded (SN + Nav)
Safety & Basic Needs	Adelante	845	389	**500**	**10**	8,298
	Restorative Justice Program	622	NA	**688**	**NA**	
	Santa Fe Recovery Center	NA	39	**NA**	**20**	
	The Food Depot	7,049	NA	**7,049**	**NA**	
	Youth Shelters and Family Services	28	9	**22**	**9**	
Early Childhood & Supplemental Education	ArtWorks	739	NA	**739**	**NA**	1,448
	Big Brothers Big Sisters	69	3	**69**	**3**	
	Communities in Schools	468	102	**NA**	**67**	
	Growing Up New Mexico	78	27	**NA**	**27**	
	SITE Santa Fe	706	NA	**543**	**NA**	
Youth Wellness	Cooking with Kids	4,344	NA	**2,000**	**NA**	3,246
	Gerard's House	115	72	**55**	**3**	
	Girls, Inc.	614	20	**614**	**20**	
	Parent Involvement Program	4	NA	**15**	**NA**	
	Teen Parent Program	20	20	**22**	**20**	
	The Sky Center	205	10	**240**	**10**	
	Wise Fool	73	0	**55**	**0**	
	WAVE	257	NA	**150**	**NA**	
	YouthWorks!	47	47	**14**	**28**	
		16,283	**738**	**12,775**	**217**	**12,992**
		Total # Served	**17,021**	Total # Billed	**12,992**	

CYC Grantees and Funding Amounts

Big Brothers Big Sisters	Navigation and Safety Net	$1,140,450.00 annually $3,421,350 three-year total Funding for the Children and Youth Fund comes from 3% of the City's share of the state gross receipts tax to support the provision of safety net and navigation services to children and youth ages 0-21.
Communities in School of NM	Navigation	
Cooking with Kids	Safety Net	
Gerard's House	Navigation and Safety Net	
Girls Inc.	Navigation and Safety Net	
Growing Up NM	Navigation	
NM Suicide Intervention Project/ The Sky Center	Navigation and Safety Net	
PIE- Artworks	Safety Net	
Santa Fe Recovery Center	Navigation	
SFPS Adelante	Navigation and Safety Net	
SFPS PIP WAVE	Safety Net	
SFPS Restorative Justice Program	Safety Net	
SFPS Teen Parent Program/Center	Navigation and Safety Net	
The Food Depot	Safety Net	
Wise Fool NM	Navigation and Safety Net	
Youth Shelters and Family Services	Navigation and Safety Net	
YOUTHWORKS	Navigation and Safety Net	
SITE Santa Fe	Safety Net	

Recognition: Thank you!

- ARPA short-term cash assistance over 9 months ($4,500 to 209 households totaling $999,894.00).

- ARPA short-term cash assistance over 12 months ($4,800 to 98 households totaling $500,106.00).

- One time funding allocation in FY25 for CONNECT Flex Funds (utilities, transportation, rent, food needs totaling $150,000.00)

Request: Continue to Support this Program

1. Allocate additional one-time cash assistance.

2. Consider increasing the city's gross receipts tax allocation for the Human Services Committee (2%) and Children and Youth Commission (3%) to support reimbursement for navigation services.

3. Refer individuals seeking resources to CONNECT
   - City of Santa Fe self-referral portal
   - Santa Fe County self-referral portal
   - Dial 211 and enter a Santa Fe zip code or call 505-245-1735

QUALITY OF LIFE COMMITTEE
WEDNESDAY, JUNE 4, 2025, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order on Wednesday, June 4, 2025, at 5:2 pm, by Councilor Cassutt, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt, Chair
Councilor Amanda Chavez
Councilor Michael Garcia
Councilor Pilar Faulkner
Councilor Alma Castro

MEMBERS ABSENT

OTHERS PRESENT
Marcella Apodaca, Committee Liaison
Henri Hammond-Paul, Director, Community Services
Elisa Montoya, Director, Community Development

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Faulkner, yes, Chair Cassutt, yes.

4. APPROVAL OF CONSENT AGENDA

Chair Cassutt stated that item 6 F had been pulled for discussion.

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve the Consent Agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Faulkner, yes, Chair Cassutt, yes.

5. PRESENTATIONS

A. AGE-FRIENDLY PRESENTATION

Presentation was given.

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE MAY 21, 2025, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $400,000 TO CARRY FORWARD THE AMOUNT LEFT OVER IN THE CONSTITUENT SERVICES CRM FUND TO REMODELING AND REPLACEMENT TO PAY FOR COUNCIL CHAMBERS UPGRADE.

Approved on consent.

C. REQUEST FOR APPROVAL OF A PUBLIC FIREWORKS DISPLAY PERMIT SUBMITTED BY THE KIWANIS CLUB OF SANTA FE FOR THE FORTH OF JULY CELEBRATION ON JULY 4, 2025, AT THE SANTA FE PLACE MALL.

Approved on consent.

D. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION NOTIFYING THE COUNTY CLERK OF THE COUNTY OF SANTA FE THAT THE REGULAR LOCAL ELECTION ON NOVEMBER 4, 2025, INCLUDES ELECTIONS FOR ONE CITY COUNCILOR FROM EACH COUNCIL DISTRICT AND THE MAYOR OF THE CITY OF SANTA FE.

Approved on consent.

E. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY INDIGENOUS WAYS ON AUGUST 15, 2025, PURSUANT TO SUBSECTION 23-6.2C SFCC 1987.

Approved on consent.

F. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve the Resolution.

VOTE The motion passed on a roll call vote of 4 yes and 1 abstention, as follows:

Councilor Chavez, yes; Councilor Castro, yes; Councilor Michael Garcia, abstained; Councilor Faulkner, yes, Chair Cassutt, yes.

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. EXECUTIVE SESSION

None.

9. MATTERS FROM STAFF

Heard.

10. MATTERS FROM THE COMMITTEE

None.

11. MATTERS FROM THE CHAIR

None.

12. NEXT MEETING: WEDNESDAY, JUNE 18, 2025

13. ADJOURN

There being no further business before the Committee, the meeting adjourned at 6:09 pm.

Councilor Jamie Cassutt, Chair

Elizabeth Martin
Elizabeth Martin (Jun 11, 2025 12:35 MDT)

Elizabeth Martin, Stenographer

CITY OF SANTA FE

Date: May 16, 2025

To: Mayor Alan Webber and Governing Body – June 25, 2025
Finance Committee – June 23, 2025
Quality of Life Committees – June 18, 2025

Via: Emily Oster, Finance Director Emily K. Oster
Andy Hopkins, Budget Andy Hopkins
Erika Lujan, Grant Manager ERIKA LUJAN ERIKA LUJAN (May 20, 2025 15:38 MDT)
Johanna Nelson, Interim Director, Office of Affordable Housing Johanna Nelson (May 20, 2025 15:05 MDT)

From: Roberta Catanach, Project Administrator, Office of Affordable Housing

Subject: Amendment #2 – JL Gray Bella Luz - Lamplighter (Capital Outlay-DFA)

Vendor Name: JL Gary – Bella Luz Apartments 2022, LLLP

Vendor Number: 9452

ITEM AND ISSUE:
Request for Approval of Amendment #2 to the City of Santa Fe Services Agreement with Bella Luz Apartments 2022, LLLP in the total amount of $844,470 for costs associated with constructing and renovating the Lamplighter Inn to extend the Term to June 30, 2026 (Johanna Nelson, Interim Director – Office of Affordable Housing, jcnelson@santafenm.gov, (505) 955-6143)

Action Requested: Approve amendment #2 to extend the term through June 30, 2026

BACKGROUND AND SUMMARY:
On June 9, 2021, the Governing Body approved a State Capital Outlay Grant Agreement between the City of Santa Fe and the State of New Mexico Department of Finance and Administration Local Government Division for $844,470 **to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe**.

The City entered into an agreement with Bella Luz for $844,470 to deliver the scope of work. The performance period originally ended on June 30, 2024. An amendment #1 was approved on June 27, 2024 to extend the term to June 30, 2025.

The City is requesting to extend the contract term to June 30, 2026, due to project delays that have impacted progress, making additional time necessary for completion. This extension ensures the project can move forward. The amendment in this packet presents the new term date by which to complete the project.

PROCUREMENT METHOD:

The procurement method was completed through RFA #23/62/R
Chief Procurement Officer Approval:_____ **Date:**_____
Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is ~~3204108~~ (New contract #3250518)

The funding source is:
Fund Name/Number: Community Development/Fund 345
Munis Org Name/Number: Affordable Housing Trust Fund/3459980
Munis Object Name/Number: Subsidy Payments/572970

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☒Yes | ☐ No

 # (if known): _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: PWD2534525

Anticipated length of project: 1 year

Asset Manager Approval:_____ **Date:**_____
Comment/Exceptions:_____

Department Approvals:
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**

Approval:_____ **Title:**_____ **Date**:_____
Approval:_____ **Title:**_____ **Date**:_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:
Roberta Catanach
rlcatanach@santafenm.gov
505-955-6421

ATTACHMENTS:

Amendment #2
Original contract & Amendment #1
Santa Fe Business License
Certificate of Liability Insurance
Project Ledger

Item#_____
Munis Contract#3250518
Original Contract Item# 23-0451
RFA #: 23-62-R

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICE AGREEMENT
ITEM# 23-0451

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 3, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP** (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 use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into units of affordable housing.

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. TERM:

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

This Contract shall be effective when signed by the City and shall terminate on June 30, 2026 unless terminated pursuant to paragraph 5 (Termination) or paragraph 6 (Appropriations). In no event will the term, including extensions and renewals, exceed the duration of four (4) years allowed by statute for professional services contracts, NMSA 1978, § 13-1-150.

CONTRACT IN FULL FORCE.

2. 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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

Jeff Curry (Apr 23, 2025 10:27 MDT)

JEFFREY M. CURRY
MEMBER-JLG PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 03581126009

Registration # 232412

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kyle Hibner
Kyle Hibner (Apr 23, 2025 10:43 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

Client#: 1540294 JLGRA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2025

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

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

PRODUCER	CONTACT NAME: Cecelia Novak	
USI Insurance Services LLC 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	PHONE (A/C, No, Ext): 312 442-7200	FAX (A/C, No): 610 362-8900
	E-MAIL ADDRESS: cecelia.novak@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Federal Insurance Company	20281
INSURER C : Gemini Insurance Company	10833
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3AA885636	04/11/2025	04/11/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Terrorism Excluded						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EZXS3196681	04/11/2025	04/11/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Management Liab			82255792	06/30/2024	06/30/2025	$1M D&O; $2M Crime	
C	Professional			VNPL016357	06/30/2024	06/30/2025	$2,000,000	

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico
Memorandum

DATE: **June 3, 2024**

TO: **Governing Body, June 26, 2024**
Finance Committee, June 24, 2024
Quality of Life Committee, June 18, 2024

VIA: **John W Blair, City Manager**
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown
Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd

FROM: **Cody Minnich, Project Manager, Office of Affordable Housing** Cody Minnich

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ITEM AND ISSUE:
Request for Approval of Amendment No. 1 to the Professional Services Agreement with Bella Luz Apartments 2022 LLLP in the Total Amount of $844,470 for costs associated with planning, designing, constructing, and renovating the Lamplighter Inn to Extend the Term to June 30, 2025. (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:
On June 9, 2021, the Governing Body approved a State Capital Outlay Grant Agreement between the City of Santa Fe and the State of New Mexico Department of Finance and Administration Local Government Division. The appropriation is described as follows: ***to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe.*** According to the appropriation, funds can only be utilized at one facility. The funds originally had to be spent down by June 30, 2024.

The Office of Affordable Housing issued a Request for Applications on April 3, 2023. Two applicants responded to the request and were deemed eligible for funding. On May 17, 2023, both applicants presented their applications to the Community Development Commission (CDC).

The CDC recommended the Bella Luz Apartments (Lamplighter) application receive the capital outlay funds, as critical funding gaps have emerged due to project costs increasing by approximately $1,030,000. There is substantial work required to bring the buildings up to modern code and these funds will be crucial to cover gaps in the project's existing funding for rehabilitation costs.

Due to project delays arising from the complexity of the conversion regarding land use approvals and because of federal rescue plan funds being stalled at the state level, the City formally requested an extension of this appropriation during the 2024 legislative session. An extension of the term to June 30, 2025, was approved at the session. The amendment in this packet extends the City's contract to the new term end date.

CONTRACT NUMBER:
The FY23 Munis contract number is 3204108.

PROJECT ID:
The Project ID is FA345D.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Community Development/Fund 345
Munis Org Name/Number: Housing Project CIP/3459980
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:
The Office of Affordable Housing respectfully requests your review and approval**.**

Item# 24-0417
Munis Contract#3204108
Original Contract Item# 23-0451
RFA #: 23-62-R

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 23-0451

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 3, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP**. (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 use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into units of affordable housing.

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:

TERM:

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In no event will the term exceed the duration allowed by NMSA 1978, § 13-1-150.

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:

Alan Webber (Jun 27, 2024 12:12 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER-JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 03581126009

Registration # 232412

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 11, 2024 16:08 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

Item# 23-0451
Munis Contract# 3204108

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Bella Luz Apartments 2022, LLLP**, 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 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City:

The Contractor shall use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into 58 units of affordable housing for households earning 80% AMI or less with 25% of the units set aside for special needs populations referred to the property by a Local Lead Agency. The Contractor agrees to the following:

A. Complete eligible improvements which may include, but are not limited to, electrical system upgrades, ADA and UFAS upgrades, replacement of fire alarm systems, replacement of hot water heater systems, replacement of heating/air-conditioning systems, parking lot repairs, unit renovations, and interior/exterior painting.

B. Submit final budget and work plan to the City within 60 days after the contract is executed. The plan shall indicate a timeline for drawing down funds before June 30, 2024 and a detailed projection of costs by budget line item for which Contractor will seek reimbursement.

C. Submit invoices to the City on a monthly basis for expenses incurred.

D. Provide accurate and thorough recordkeeping and keep copies on file for annual monitoring to include supporting documentation to support the expenses incurred.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, 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, such compensation not to exceed eight hundred forty-four thousand, four hundred seventy dollars ($844,470, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($844,470). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

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 Agreement. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or 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 Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement 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 12 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Penalties for violation of law.

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

17. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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, sec. 38-3-2 . By execution of this Agreement, 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 Agreement.

19. 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 Agreement may be terminated by the City.

20. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement 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.

22. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

23. 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any

officer, agent, employee, servant or subcontractor under this Agreement 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.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

27. Notices.

Any notice required to be given to either party by this Agreement 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fe.nm.us

To the Contractor: Bella Luz Apartments 2022, LLLP
c/o JL Gray Company
2407 W. Picacho, Ste A1
Las Cruces, NM 88007

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

29. Merger.

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

30. Non-Collusion.

In signing this Agreement, 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 Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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 Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

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

CITY OF SANTA FE:

Alan Webber (Jul 3, 2023 15:25 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 3, 2023

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER – JLG PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

New Mexico Taxation & Revenue Dept:
CRS# 03581126009

City of Santa Fe Business Registration
#232412

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 31, 2023 16:49 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

Emily K. Oster
Emily K. Oster (Jul 3, 2023 13:41 MDT)

EMILY OSTER
FINANCE DIRECTOR

3459980.572970 AH
AH
Org. Name/Org#

(D) Amend - 2 packet - Bella Luz

Final Audit Report 2025-05-22

Created:	2025-05-20
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5m9KGw5v_WH2_3CR_gWmOndxVLPLLo0G

"(D) Amend - 2 packet - Bella Luz" History

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2025-05-20 - 6:40:37 PM GMT- IP address: 63.232.20.2

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2025-05-20 - 6:44:02 PM GMT

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2025-05-20 - 9:05:40 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-05-20 - 9:05:58 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-20 - 9:06:03 PM GMT

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2025-05-20 - 9:06:43 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-05-20 - 9:07:00 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-20 - 9:38:16 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-05-20 - 9:38:59 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-20 - 9:39:02 PM GMT

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2025-05-22 - 11:23:51 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-22 - 11:39:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-22 - 11:39:12 PM GMT

City of Santa Fe, New Mexico

memo

DATE: May 21, 2025

TO: Andy Hopkins, Budget Director
Finance Committee
Quality of Life Committee
Governing Body

FROM: Loretta S. Olguin, Business Operations Manager LSO

RE: Budget Adjustment Request – ARPA Term Position #110280 (Economic Development Specialist – Downtown Businesses)

This Budget Amended Resolution (BAR) request is to allocate funds in the amount of $97,208 from ORG 1002800 (Economic Development Administration) to Org 2402800 (Community Development Grant – Economic Development). This BAR is intended for FY26.

The purpose of this transfer is to support the creation of term Position #110280 – Economic Development Specialist (Downtown Businesses), funded by the ARPA funds.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Economic Devleopment/ Economic Development	5/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	1002800	500110			(65,501)
FICA	1002800	503100			(5,011)
Retirement (PERA)	1002800	503150			(15,908)
Employee Health Insurance	1002800	503200			(8,759)
Retiree Health Care	1002800	503250			(1,310)
Workers' Comp	1002800	503350			(124)
City Share Dental Insurance	1002800	503400			(595)
Salaries (General)	2402800	500110		65,501	
FICA	2402800	503100		5,011	
Retirement (PERA)	2402800	503150		15,908	
Employee Health Insurance	2402800	503200		8,759	
Retiree Health Care	2402800	503250		1,310	
Workers' Comp	2402800	503350		124	
City Share Dental Insurance	2402800	503400		595	
Operating Transfer Out to Community Development Fund	1002800	750240		97,208	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Operating Transfer In from General Fund	2402800	650100		97,208	
				$ 291,624	$ (97,208)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Positon #110280 is a term position funded by ARPA and is currently listed under ORG 1002800. However, it should be listed under Org 2402800. This BAR is to requst a correction regarding the organization assignment for Positon #110280

Important - This BAR is intended for FY26

{Complete section below if BAR results in a net change to ANY Fund}

	Fund Balance
TOTAL:	**0**

Loretta S. Olguin — 5/21/2025
Prepared By *{print name}* — Date

Johanna Nelson (May 22, 2025 23:12 MDT) — 05/22/2025
Division Director Signature *{optional}* — Date

Elisa D. Montoya — 05/23/2025
Elisa D. Montoya (May 23, 2025 10:46 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/28/2025
Budget Officer — Date

Emily K. Oster — 05/29/2025
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

BAR Packet - ARPA Funded Term Position #110280

Final Audit Report 2025-05-29

Created:	2025-05-27
By:	LORETTA OLGUIN (lsolguin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWAeIfgIzbopOdPLFjB_kJAh_hQ6aKwdn

"BAR Packet - ARPA Funded Term Position #110280" History

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-05-29 - 9:37:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-29 - 9:37:56 PM GMT

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City of Santa Fe, New Mexico
Memorandum

DATE: **May 30, 2025**

TO: **Governing Body**

VIA: **Quality of Life Committee**
Finance Committee
Andy Hopkins, Budget Officer
Elisa Montoya, Community Development Director

FROM: **Randy Randall, TSF Executive Director** RRandall
Randy Randall (May 30, 2025 16:13 MDT)

RE: **FY25 BAR for Excess Revenue in Community Convention Center**

ITEM AND ISSUE:
Request for Approval of Budget Amendment Resolution (BAR) ; to move excess revenues collected in the Community Convention Center for FY25 through May 29, 2025 in the amount of $663,768.42 into 5206600-570400 Building & Structure Non-Exempt. Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209.

Committee Review:
Quality of Life: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

BACKGROUND AND SUMMARY:
FY25 revenues have significantly exceeded budget for the operation income lines for the Community Convention Center. These excess revenues can be beneficially used to support the improvements to the second-floor terrace that has been designed by Beverly Spears, the original facility architect, to make the terrace more usable. The project will remove planters that obstruct much of the floor space on the east portion of the terrace, install a roof over most of this space, install an outside stairwell from the courtyard to the terrace allowing significantly improved access and combined use of the two spaces by larger events and install gates to the courtyard for better event privacy.

ACTON REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of this Budget Amendment Resolution (BAR).

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
TOURISM Santa Fe	5/30/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Building & Structure Non-Exempt	5206600	570400		663,768	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Cleaning Fees	5206600	432400		(12,835)	
Concessionaire's Fees	5206600	439550		(67,114)	
Facility Rental	5206600	439650		(428,493)	
Hotel Rebates	5206600	439655		(92,626)	
Other Charges/Equipment	5206600	439730		(21,052)	
Other Charges/Audio Visual	5206600	439733		(41,649)	
					$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Capture revenues in excess of budget for support of the capital expenditure for the modifications to the second floor terrace at the Community conevntion Center.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Randy Randall — 05/30/2025
Prepared By *{print name}* — Date

5/30/2025
Division Director Signature *{optional}* — Date

Randy Randall (May 30, 2025 16:13 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Excess Revenue in SFCCC BAR

Final Audit Report 2025-05-30

Created:	2025-05-30
By:	Shirley Spencer (sjspencer@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj5DVQCBTIHZAh3ofyemL4Z0GT5JDtAK2

"Excess Revenue in SFCCC BAR" History

Document created by Shirley Spencer (sjspencer@santafenm.gov)
2025-05-30 - 10:10:59 PM GMT- IP address: 63.232.20.2

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2025-05-30 - 10:12:41 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2025-05-30 - 10:13:43 PM GMT- IP address: 104.47.65.254

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2025-05-30 - 10:13:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-30 - 10:13:59 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-30 - 10:14:23 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-30 - 10:16:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-30 - 10:16:47 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Interfaith Community Shelter Group, Inc.

Munis Vendor Number: 3783

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Interfaith Community Shelter Group, Inc. for the Purpose of Providing Overnight Shelter, Life Stabilizing Services, and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250524.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: _____ **Date:** 06/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN _____ **Title:** _____ **Date:** 06/05/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From: LOVATO, JOANN D.
To: HERNANDEZ, CHRISTA; Purchasing DET
Cc: SANCHEZ, JULIE J.
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:25:40 PM
Attachments: image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

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    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250524

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Interfaith Community Shelter Group, Inc. herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
O. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

P. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 10 unduplicated individuals at $1,000.00 per person, per year.	

02 Provide overnight shelter and life-stabilizing services to 400 individuals at $175.00 per person, per year.

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY ("Effective Date"). This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the

City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon

which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Interfaith Community Shelter Group, Inc, PO Box 22653 Santa Fe, NM 87502, korina@interfaithsheltersf.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Interfaith Community Shelter Group, Inc, PO Box 22653 Santa Fe, NM 87502, korina@interfaithsheltersf.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

Alan Webber, Mayor

DATE:

CONTRACTOR:
Interfaith Community Shelter Group, Inc.

Korina Lopez
Korina Lopez (May 14, 2025 15:24 MDT)

Korina Lopez, Executive Director

DATE: 05/14/2025

NMBTIN#: 3194010002

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Company — 29580 INSURER B : New Mexico Employer's Assurance Company — 13674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		HHN 8532597	12/1/2024	12/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			HHN 8532597	12/1/2024	12/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			HHN 8532597	12/1/2024	12/1/2025	AGGREGATE	$
	DED RETENTION $							$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.116	11/1/2024	11/1/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			HHN 8532597	12/1/2024	12/1/2025	Each Ocurrence	1,000,000
A	Professional Liabili			HHN 8532597	12/1/2024	12/1/2025	Aggregate	2,000,000

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

Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are addtional insurace on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory
10 day cancellation

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Santa Fe Recovery Center, Inc.

Munis Vendor Number: 2761

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Santa Fe Recovery Center, Inc. For the Purpose of Providing Behavioral Health Services, Basic Needs Support, Parenting Classes, Life Skills Training and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250532.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/29/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: na **Date:** _____

CPO Comment/Exceptions: Not a Procurement, as per CPD an RFA not needing Procurement

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN (May 30, 2025 14:39 MDT) **Title:** _____ **Date:** 05/30/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Deliverables:

- Biannual Reports
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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250532

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and the Santa Fe Recovery Center, Inc. herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and/or Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 40 unduplicated individuals at $1,000.00 per person, per year.	
02 Provide behavioral health services, basic needs support, parenting classes or life skills training to 40 individuals at $1,000.00 per person, per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services

contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Santa Fe Recovery Center, Inc., 2504 Camino Entrada Santa Fe NM 87507, smartin@sfrecovery.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Santa Fe Recovery Center, Inc., 2504 Camino Entrada Santa Fe NM 87507, smartin@sfrecovery.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Santa Fe Recovery Center, Inc.

_____
Stacey Martin, Executive Director

DATE: 05/28/2025

NMBTIN#: 01-778794-00-7

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2024

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Michael Latting **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mlatting@danielsinsuranceinc.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** INSURER A : VantaPro Specialty Insurance — 44768 INSURER B : New Mexico Mutual Casualty Com — 40627 INSURER C : Allied World Surplus Lines Ins — 24319 INSURER D : Axis Insurance Company — 37273 INSURER E : INSURER F :
INSURED Santa Fe Recovery Center Inc 2504 Camino Entrada Santa Fe NM 87507 (505) 471-4985	

COVERAGES **SR** **CERTIFICATE NUMBER:** Cert ID 38343 (17) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			5088-1224-04	08/31/2024	08/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestatio	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			5091-0301-04	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X / RETENTION $ 10,000			5090-0486-02	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		43642.120	06/07/2024	06/07/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			5088-1224-04	08/31/2024	08/31/2025	Each Occurrence	$ 1,000,000
C	Professional Liability			5088-1224-04	08/31/2024	08/31/2025	Aggregate	$ 3,000,000

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

Where required by written contract or agreement, Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies as required by written contract.

CERTIFICATE HOLDER

City of Santa Fe

PO Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
08/29/2024

PRODUCER		INSURED
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505		Santa Fe Recovery Center Inc 2504 Camino Entrada Santa Fe NM 87507
CONTACT NAME: Michael Latting	PHONE (A/C, No, Ext): (505) 982-4302	PHONE (A/C, No, Ext): (505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 38343 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	Crime			5088-1224-04	08/31/2024	08/31/2025	Employee Theft Deductible $1,000	$ 100,000
D	Directors & Officers Liab			P-001-001215724-01	09/23/2023	09/23/2024	Per Claim	$ 2,000,000
D	Directors & Officers Liab			P-001-001215724-01	09/23/2023	09/23/2024	Aggregate	$ 2,000,000
D	EPLI			P-001-001215724-01	09/23/2023	09/23/2024	Per Claim	$ 2,000,000
D	EPLI			P-001-001215724-01	09/23/2023	09/23/2024	Aggregate	$ 2,000,000
								$
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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: The TBT Fund

Munis Vendor Number: 9469

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with The TBT Fund For the Purpose of Providing Antepartum Doula and Perinatal Support Services In the Total Amount of $300,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250536.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/29/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN _____ **Title:** _____ **Date:** 05/29/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Deliverables:

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    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250536

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and The TBT Fund herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer Navigation Services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the City's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide antepartum doula and perinatal support services to 30 individuals at $2,500.00 per person, per year.	

Compensation for services shall not exceed $75,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $300,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term

of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: The TBT Fund, 4001 Office Court Drive, Suite 703 Santa Fe NM 87507, Simran@thebirthingtree.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: The TBT Fund, 4001 Office Court Drive, Suite 703 Santa Fe NM 87507, Simran@thebirthingtree.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
The TBT Fund

Simran Priel (May 24, 2025 08:22 MDT)
_____
Simran Priel, Executive Director

DATE: 05/24/2025

NMBTIN#: 358794400

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2024

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

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

PRODUCER Blue Chip Insurance Agency, Inc. PO Box 5355 Santa Fe NM 87502	**CONTACT NAME:** Lauren Hemphill **PHONE (A/C, No, Ext):** 505-988-4425 **FAX (A/C, No):** **E-MAIL ADDRESS:** lauren@bluechipnm.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : MEDICAL PROTECTIVE COMPANY
INSURED TBTFUND-01 TBT FUND LLC 7224 Vuelta De la Luz Santa Fe NM 87507	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 675372063 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		U85527	6/24/2024	6/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			U85527	6/24/2024	6/24/2025	Per Claim	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lauren Hemphill

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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Coming Home Connection

Munis Vendor Number: 6128

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Coming Home Connection for the Purpose of Providing Caregiving, Equipment Loans and Navigation Services In the Total Amount of $288,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250519.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN (May 21, 2025 16:53 MDT) **Title:** _____ **Date:** 05/21/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From: LOVATO, JOANN D.
To: HERNANDEZ, CHRISTA; Purchasing DET
Cc: SANCHEZ, JULIE J.
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:25:40 PM
Attachments: image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250519

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Coming Home Connection herein after referred to as the "Contractor."**

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable

relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 10 unduplicated individuals at $2,500.00 per person, per year.	
02 Provide caregiving services to 10 individuals at $3,500.00 per person, per year.	
03 Provide equipment loan services to 120 individuals at $100.00 per person, per year.	

Compensation for services shall not exceed $72,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $288,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment

charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination

for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed

to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Coming Home Connection, 418 Cerrillos Road #23, Santa Fe NM 87501, ellen@cominghomeconnection.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Coming Home Connection, 418 Cerrillos Road #23, Santa Fe NM 87501, ellen@cominghomeconnection.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Coming Home Connection

Ellen London
Ellen London (May 19, 2025 11:33 MDT)

Ellen London, Executive Director

DATE: 05/19/2025

NMBTIN#: 02-409951-00-1

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees

** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2025

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

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

PRODUCER Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 602-512-1319 **FAX (A/C, No):** 602-391-2821 **E-MAIL ADDRESS:** certificates@infinityinspart.com
INSURED THECOMI-01 The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 23 Santa Fe NM 87501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** CopperPoint American Insurance Company 13751 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 950859501 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HAH23-1854	2/12/2025	2/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ $ 2,000,000 $ $ 2,500
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022371	2/13/2025	2/13/2026	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liabiltly Sexual Abuse Liability			HAH23-1854	2/12/2025	2/12/2026	Per Claim Limit Aggregate Limit Retention	1,000,000 2,000,000 $2,500

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

Verification of Insurance

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Partnership for Community Action

Munis Vendor Number: 10867

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Partnership for Community Action for the Purpose of Providing Navigation Services In the Total Amount of $216,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250522.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:28 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250522

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Partnership for Community Action- Fathers New Mexico herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the Unite Us platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 27 unduplicated individuals at $2,000.00 per person, per year.	

Compensation for services shall not exceed $54,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $216,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment

charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on the date approved by the City or on July 1, 2025, whichever is later, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed

to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Partnership for Community Action, 722 Isleta Blvd SW Suite B, Albuquerque, NM 87105, octaviom@forcommunityaction.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Partnership for Community Action, 722 Isleta Blvd SW Suite B, Albuquerque, NM 87105, octaviom@forcommunityaction.org

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Partnership for Community Action

_____
Octavio Muñoz, Director of Operations

DATE: 05/01/2025

NMBTIN#: 02-172902-00-6

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2025

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

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

PRODUCER Associated Insurance Professionals, Inc 1429 Carlisle Blvd NE Albuquerque, NM 87110 License #: 0F14643	CONTACT NAME: John Dziak PHONE (A/C, No, Ext): 505-265-3704 FAX (A/C, No): 505-268-9631 E-MAIL ADDRESS: johndz@aip-inc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	
INSURED PARTNERSHIP FOR COMMUNITY ACTION PO BOX 12320 ALBUQUERQUE, NM 87195	INSURER B : Continental Insurance Co., 35289	20508
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00004857-844165** **REVISION NUMBER: 64**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2663604	03/05/2025	03/05/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2663604	03/05/2025	03/05/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC794457911	10/15/2024	10/15/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Directors & Officers			PHSD1818197-014	10/22/2024	10/22/2025		1,000,000
A	Employment Prac			PHSD1818197-014	10/22/2024	10/22/2025		1,000,000

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

Covered by Philadelphia Indemnity Insurance Company, Professional Liability with $1,000,000 in coverage per occurance and a $2,000,000 aggregate limit.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(JMD)

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Partnership for Community Action

Final Audit Report 2025-05-12

Created:	2025-05-05
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_TKjkvAV78Tj1tbouWd6VXJildPJ7yjJ

"Partnership for Community Action" History

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-12 - 4:44:49 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-12 - 4:44:49 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Gerard's House

Munis Vendor Number: 2137

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Gerard's House for the Purpose of Providing English and Spanish Grief Support Groups In the Total Amount of $224,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250523.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN (May 19, 2025 16:14 MDT) **Title:** _____ **Date:** 05/19/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250523

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Gerard's House herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
O. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

P. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide English and Spanish grief support groups to 112 individuals at $500.00 per person, per year.	

Compensation for services shall not exceed $56,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $224,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies

provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the

Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Gerard's House, P.O. Box 28693, Santa Fe NM 87592, nicole@gerardshouse.com.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Gerard's House, P.O. Box 28693, Santa Fe NM 87592, nicole@gerardshouse.com.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Gerard's House

Nicole Maes Gonzales
Nicole Maes Gonzales (May 12, 2025 12:12 MDT)
Nicole Gonzales, Executive Director

DATE: 05/12/2025

NMBTIN#: 2382950008

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

GERAHOU-01 ALATHROP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: august.lathrop@hubinternational.com
INSURED Gerard's House PO Box 28693 Santa Fe, NM 87592	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Premier Insurance Company 13675 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2663794-015	3/1/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		0097809.108	3/1/2025	3/1/2026	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe Children & Youth Commission
Santa Fe Youth & Family Services Div
P O Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Gerard's House

Final Audit Report 2025-05-22

Created:	2025-05-15
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9DuvQWYJN7y3hzo7Zve2eXfpj0ng-sLB

"Gerard's House" History

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

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Agreement completed.

2025-05-22 - 10:44:22 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Kitchen Angels

Munis Vendor Number: 2419

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Kitchen Angels for the Purpose of Providing Nutritional Meal Delivery and Navigation Services In the Total Amount of $280,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250526.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN
ERIKA LUJAN (May 19, 2025 16:14 MDT) **Title:** _____ **Date:** 05/19/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250526

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Kitchen Angels herein after referred to as the "Contractor."**

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
O. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

P. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 20 unduplicated individuals at $1,400.00 per person, per year.	
02 Provide nutritional meal delivery services to 21 individuals at $2,000.00 per person, per year.	

Compensation for services shall not exceed $70,000.00 dollars annually for the term of this Agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $280,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY ("Effective Date"). This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the Effective Date of this Agreement 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 Paragraph 20 were erroneous on the Effective Date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with

the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to

any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor

knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Kitchen Angels, 1222 Siler Rd. Santa Fe, NM 87507, asmith@kitchenangels.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Kitchen Angels, 1222 Siler Rd. Santa Fe, NM 87507, asmith@kitchenangels.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined below. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If that Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

Fiscal Year Biannual Calendar:	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Kitchen Angels

Angie K. Smith
_____
Angie Smith, Executive Director

DATE: 05/12/2025

NMBTIN#: 02-265457-007

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2024

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

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

PRODUCER	CONTACT NAME:	
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Companies	10677
INSURED Kitchen Angels, Inc. 1222 Siler Road Santa Fe NM 875074106 (505) 471-7780	INSURER B : New Mexico Commercial Insuranc	
	INSURER C : Philadelphia Indemnity Insuran	18058
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 37855 (4) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			ETD0439625	06/25/2024	06/25/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	[ ] OTHER:						Empl Benefits Liab	$	1M/3M
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO			ETD0439625	06/25/2024	06/25/2025	BODILY INJURY (Per person)	$	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			ETD0439625	06/25/2024	06/25/2025	EACH OCCURRENCE	$	3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	3,000,000
	[ ] DED X RETENTION $ none						products/C-O&a-	$	3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			26556.127	06/21/2024	06/21/2025	X PER STATUTE [ ] OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Services			ETD0439625	06/25/2024	06/25/2025	Professional Liability	$	1,000,000
C	Accident Policy			PHPA132374	06/25/2024	06/25/2025	Medical Expense Max Benefit	$	100,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 875040909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Kitchen Angels

Final Audit Report 2025-05-21

Created:	2025-05-15
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1RnaY3QcgMRwlD_gMTOBhwoLjFVqsp1N

"Kitchen Angels" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
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2025-05-19 - 4:50:10 PM GMT- IP address: 104.47.65.254

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Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-19 - 10:14:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

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2025-05-21 - 4:18:23 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-21 - 4:30:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-21 - 4:30:54 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: La Familia Medical Center

Munis Vendor Number: 1425

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with La Familia Medical Center for the Purpose of Providing Diabetes Education, Prevention and Maternal Health Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250527.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 200,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN (May 28, 2025 10:10 MDT) **Title:** _____ **Date:** 05/28/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250527

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and La Familia Medical Center herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide diabetes education, prevention, and maternal health services to 250 individuals at $320.00 per person, per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY ("Effective Date"). This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs as a result of negligence apportioned to Contractor excluding all claims, suits and actions in which the United States is substituted for Contractor as the party in interest, including attorney's fees for personal injury or damage to property arising from the acts or omissions apportioned to the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act ; Federal Tort Claims Act**

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

The Health Resources and Services Administration (HRSA), in accordance with the Federally Supported Health Centers Assistance Act (FSHCAA), as amended, sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. §§ 233(g)-(n), deems La Familia Medical Center and its staff to be an employee or employees of the Public Health Service for purposes of section 224, along with other obligations at law applicable to PHS deemed employees and non-governmental entities. Section 224(a) of the PHS Act provides liability protection under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672, or by alternative administrative remedies provided by the United States where the availability of such remedies precludes a remedy under the FTCA. This protection is exclusive of any other civil action or proceeding. No provision in this Agreement modifies or waives any provision of the Federal Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement, except and to the extent that the Federal Tort Claims Act provides liability protection and administrative remedy.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement. Contractor shall provide the HRSA Notice of Deeming Award in lieu of the obligations of this paragraph as proof of liability protection under the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2672, or alternative remedy and protection provided by the United States.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: La Familia Medical Center, 1035 Alto Street Santa Fe, NM 87501, bvanpelt@lfmctr.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: La Familia Medical Center, 1035 Alto Street Santa Fe, NM 87501, bvanpelt@lfmctr.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
La Familia Medical Center

Brandy Van Pelt-Ramirez (May 21, 2025 18:08 MDT)
Brandy Van Pelt Ramirez, Executive Director

DATE: 05/21/2025

NMBTIN#: 01-781278-00-0

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2024

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

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

PRODUCER	CONTACT NAME: Gina Leander	
Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-8186	FAX (A/C, No): (312) 595-4249
	E-MAIL ADDRESS: gina.leander@alliant.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
La Familia Medical Center PO Box 5395;1035 Alto Street Santa Fe, NM 87502-5395	INSURER A : Philadelphia Indemnity Insurance Company	18058
	INSURER B : Redwood Fire and Casualty Insurance Company	11673
	INSURER C : Columbia Casualty Company	31127
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2572895009	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2572895009	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB871018009	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LAWC525079	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liabi			HMA6078701760	7/1/2024	7/1/2025	See Below	

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

"Gap" Professional Liability-Medical; Claims Made; Retroactive Date: 06/05/1996
$1,000,000 Each Claim; $3,000,000 Aggregate; $10,000,000 Policy Aggregate

RE: Agreement with the City for Cares Act Funding
The following are added as Additional Insured under General Liabilty when required by written contract or agreement with regard to above referenced-City of Santa Fe.
General Liability shall be Primary/Non-Contributory in favor of Additional Insured. 30 Day Cancellation Notification to Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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La Familia Medical Center

Final Audit Report 2025-06-02

Created:	2025-05-23
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlszPW10gaNTQdSWjKGtuFNw0LSwma9Cl

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-06-02 - 3:51:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-02 - 3:51:57 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Las Cumbres Community Services

Munis Vendor Number: 2874

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Las Cumbres Community Services for the Purpose of Providing Navigation Services In the Total Amount of $260,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250528.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: na **Date:** _____

CPO Comment/Exceptions: Not a Procurement, as per CPD an RFA not needing Procurement

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:29 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250528

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Las Cumbres Community Services, Inc. herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and/or Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 26 unduplicated individuals at $2,500.00 per person, per year.	

Compensation for services shall not exceed $65,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $260,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term

of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Las Cumbres Community Services, Inc., 102 N. Coronado Ave., Espanola NM 87532, stacey.frymier@lccs-nm.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Las Cumbres Community Services, Inc., 102 N. Coronado Ave., Espanola NM 87532, stacey.frymier@lccs-nm.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Las Cumbres Community Services, Inc.



_____
Stacey Frymier, Executive Director

DATE: 04/29/2025

NMBTIN#: 01-770677-00-7

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:



_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2024

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

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

PRODUCER	CONTACT NAME: Ava Bizzell	
Poms & Associates Insurance Brokers	PHONE (A/C, No, Ext): (800) 898-6236	FAX (A/C, No): (505) 797-1432
201 3rd Street NW, Suite 1400	E-MAIL ADDRESS: abizzell@pomsassoc.com	
Albuquerque NM 87102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins/PHI	18058
INSURED	INSURER B : New Mexico Southwest Casulaty Company	10207
Las Cumbres Community Services, Inc.	INSURER C :	
102 N Coronado Ave	INSURER D :	
Administration Building	INSURER E :	
Espanola NM 87532-2700	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2575509-010	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2575509-010	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB872307-010	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61351.117	07/01/2024	07/01/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Santa Fe Children and Youth Commission is included as Additional Insured with respect to the General Liability policy per the attached endorsement.

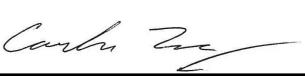
CERTIFICATE HOLDER

City of Santa Fe
Children and Youth Commission
200 Lincoln Ave. Room 122
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2024

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

PRODUCER	CONTACT NAME: Ava Bizzell	
Poms & Associates Insurance Brokers	PHONE (A/C, No, Ext): (800) 898-6236	FAX (A/C, No): (505) 797-1432
201 3rd Street NW, Suite 1400	E-MAIL ADDRESS: abizzell@pomsassoc.com	
Albuquerque NM 87102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins/PHI	18058
INSURED	INSURER B : New Mexico Southwest Casulaty Company	10207
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102 N Coronado Ave	INSURER D :	
Administration Building	INSURER E :	
Espanola NM 87532-2700	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2575509-010	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2575509-010	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB872307-010	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61351.117	07/01/2024	07/01/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Literacy Volunteers

Munis Vendor Number: 1429

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Literacy Volunteers for the Purpose of Providing Literacy Services In the Total Amount of $256,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250529.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: na **Date:** _____

CPO Comment/Exceptions: Not a Procurement, as per CPD an RFA not needing Procurement

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:29 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250529

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Literacy Volunteers of Santa Fe herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and/or Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide literacy services to 256 individuals at $250.00 per person, per year.	

Compensation for services shall not exceed $64,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $256,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term

of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Literacy Volunteers of Santa Fe, 6401 Richards Avenue, Santa Fe NM 87508, letty.naranjo@sfcc.edu.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Literacy Volunteers of Santa Fe, 6401 Richards Avenue, Santa Fe NM 87508, letty.naranjo@sfcc.edu.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Literacy Volunteers of Santa Fe

Letty Naranjo
_____
Letty Naranjo, Executive Director

DATE: 05/01/2025

NMBTIN#: 03-274250-00-9

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2024

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

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

PRODUCER **Poms & Associates Insurance Brokers** **CA License #0814733** **4500 Park Granada #206** **Calabasas, CA 91302**	**CONTACT NAME:** Risk Services **PHONE (A/C, No, Ext):** (800) 578-8802 **FAX (A/C, No):** (818)449-9449 **E-MAIL ADDRESS:** rservices@pomsassoc.com
INSURED **New Mexico Public Schools Insurance Authority** **Member: Santa Fe Community College** **4110 Old Taos Highway** **Santa Fe, NM 87501**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A : New Mexico Public Schools Insurance Authority** — N/A **INSURER B : Safety National** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0027	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** **: Notes**

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: New Mexico Immigrant Law Center

Munis Vendor Number: 4146

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with the New Mexico Immigrant Law Center for the Purpose of Providing Legal Immigration and Navigation Services In the Total Amount of $300,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250530.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:28 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250530

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and the New Mexico Immigrant Law Center herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will

be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 9 unduplicated individuals at $1,000.00 per person, per year.	
02 Provide legal immigration services to 33 individuals at $2,000.00, per person, per year.	

Compensation for services shall not exceed $75,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $300,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;

2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: New Mexico Immigrant Law Center, PO BOX 7040 Albuquerque NM 87194, jlandau@nmilc.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: New Mexico Immigrant Law Center, PO BOX 7040 Albuquerque NM 87194, jlandau@nmilc.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement

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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
New Mexico Immigrant Law Center

Jenny Landau (May 1, 2025 13:26 MDT)
Jennifer Landau, Executive Director

DATE: 05/01/2025

NMBTIN#: 03-197869-00-0

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

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

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

PRODUCER	CONTACT NAME: Tami Kinswa	
Alliant Insurance Services, Inc. 401 Union St 31st Fl Seattle, WA 98101	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Tami.Kinswa@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Columbia Casualty Company	31127
INSURED	INSURER B :	
New Mexico Immigrant Law Center PO BOX 7040 Albuquerque, NM 87194-7040	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			LAS596606865	8/19/2024	8/19/2025	Limits	1,000,000
A	Professional Liab			LAS596606865	8/19/2024	8/19/2025	Gen Agg	2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe Children & Youth Commission
200 Lincoln Ave, Rm #122
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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New Mexico Immigrant Law Center

Final Audit Report 2025-05-12

Created:	2025-05-05
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ7_asqG_Hlsy7maxBzfoTSP0zerlpmiV

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Signature Date: 2025-05-07 - 5:43:31 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signature Date: 2025-05-07 - 8:28:26 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-12 - 4:39:38 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-12 - 4:39:38 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Santa Fe Dreamers Project

Munis Vendor Number: 6448

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Santa Fe Dreamers Project for the Purpose of Providing Full Representation For DACA Renewal Services, Legal Citizenship Services, Green Card Renewal Services, Green Card Services For First Time Applicants, and Individual Legal Consultation Services In the Total Amount of $240,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250531.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN (May 28, 2025 10:11 MDT) **Title:** _____ **Date:** 05/28/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250531

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Santa Fe Dreamers Project herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide full representation for DACA renewal services to 40 individuals at $400.00 per person, per year.	
02 Provide full representation for legal citizenship services to 19 individuals at $1,000.00 per person, per year.	
03 Provide full representation for green card renewal services to 5 individuals at $1,000.00 per person, per year.	
04 Provide green card services for first-time applicants to 5 individuals at $3,000.00 per person, per year.	
05 Provide individual legal consultation services to 25 individuals at $200.00 per person, per year.	

Compensation for services shall not exceed $60,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $240,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more

frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504,
chernandez@santafenm.gov.

To the Contractor: Santa Fe Dreamers Project, PO Box 8009 Santa Fe NM 87504,
miles@santafedreamersproject.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Santa Fe Dreamers Project, PO Box 8009 Santa Fe NM 87504, miles@santafedreamersproject.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Santa Fe Dreamers Project

Miles Tokunow (May 22, 2025 15:40 CDT)
Miles Tokunow, Executive Director

DATE: 05/22/2025

NMBTIN#: 03378225003

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees

** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

SANTFED-01 STEWARTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2025

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

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

PRODUCER	CONTACT NAME:	
Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	PHONE (A/C, No, Ext): (877) 600-2452	FAX (A/C, No): (800) 568-2991
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hanover Atlantic Insurance Company Ltd.	NA
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Santa Fe Dreamers Project
1533 S St. Francis Drive , Suite E
Santa Fe, NM 87505

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional			L3AA04422511	6/17/2024	6/17/2025	Per Claim	100,000
A	Lawyers Professional			L3AA04422511	6/17/2024	6/17/2025	Aggregate	300,000

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

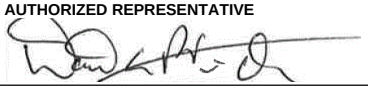
CERTIFICATE HOLDER

The City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Santa Fe Dreamers Project

Final Audit Report 2025-06-02

Created:	2025-05-23
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoTh5Ji2CQBYTZMWy1pcVgNqFwTCvoj2v

"Santa Fe Dreamers Project" History

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2025-05-23 - 2:34:26 PM GMT

Email viewed by Christa Hernandez (chernandez@santafenm.gov)
2025-05-23 - 2:58:27 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-05-23 - 3:02:17 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-05-27 - 5:56:50 PM GMT - Time Source: server- IP address: 216.207.130.218

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-27 - 5:56:54 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-28 - 4:05:43 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-28 - 4:06:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-28 - 4:06:24 PM GMT

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2025-05-28 - 4:10:58 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-05-28 - 4:11:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-28 - 4:11:20 PM GMT

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2025-06-01 - 4:16:52 PM GMT- IP address: 52.244.179.71

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-06-02 - 4:06:03 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-06-02 - 4:13:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-02 - 4:13:54 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Solace Sexual Assault Services

Munis Vendor Number: 3508

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Solace Sexual Assault Services For the Purpose of Providing Forensic Interviewing Victim Services and Navigation Services In the Total Amount of $240,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250534.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN _____ **Title:** _____ **Date:** 05/21/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250534

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Solace Sexual Assault Services herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the Unite Us platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and

emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.

H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.

I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.

K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.

M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.

N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 20 unduplicated individuals at $1,000.00 per person, per year.	
02 Provide forensic interviewing victim services to 80 individuals at $500.00 per person, per year.	

Compensation for services shall not exceed $60,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $240,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's,

claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is

indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Solace Sexual Assault Services, 6601 Valentine Way Santa Fe NM 87507, mjrodcadiz@findsolace.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Solace Sexual Assault Services, 6601 Valentine Way Santa Fe NM 87507, mjrodcadiz@findsolace.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Solace Sexual Assault Services

Maria Jose Rodriguez Cadiz (May 21, 2025 13:07 MDT)
Maria Jose Rodriguez Cadiz, Executive Director

DATE:_____

NMBTIN#: 01-884645-00-9

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

SOLACRI-01 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Johanna Sanchez PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: johanna.sanchez@hubinternational.com
INSURED Solace Sexual Assault Services 6601 Valentine Way Santa Fe, NM 87507	INSURER A : Great American Insurance Company — NAIC # 16691 INSURER B : Great American Alliance Insurance Company — 26832 INSURER C : New Mexico Commercial Insurance Company — 15996 INSURER D : Coalition Insurance Company — 29530 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PAC3161159-05	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROF ABUSE EB	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PAC3161159-05	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UMB3161160-05	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		75470113	7/1/2024	7/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Employee Theft			PAC3161159-05	7/1/2024	7/1/2025	Crime	92,300
D	Cyber/Privacy/Networ			C4MQ8438531CYBER2024	7/1/2024	7/1/2025	Limit	2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Solace Sexual Assault Services

Final Audit Report 2025-05-24

Created:	2025-05-21
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVrEGfit8Zdtyy6gSc60peTgYO8Vx0anc

"Solace Sexual Assault Services" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
2025-05-21 - 8:30:47 PM GMT- IP address: 63.232.20.2

Document emailed to Christa Hernandez (chernandez@santafenm.gov) for signature
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Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
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Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-21 - 10:54:09 PM GMT - Time Source: server- IP address: 75.237.120.70

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-21 - 10:54:10 PM GMT

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2025-05-24 - 0:09:34 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-24 - 0:15:51 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-24 - 0:15:51 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: St. Elizabeth Shelter

Munis Vendor Number: 1552

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with St. Elizabeth Shelter For the Purpose of Providing Homeless Safety Net and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250535.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:29 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250535

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and St. Elizabeth Shelter herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as navigation and/or safety net provider, rendering services related to navigation and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing safety net services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing navigation services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 50 unduplicated individuals x $1,000.00 per year.	
02 Provide homeless safety net services to 300 individuals x $100.00 per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2029. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term

of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: St. Elizabeth Shelter, 804 Alarid St. Santa Fe NM 87505, director@steshelter.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: St. Elizabeth Shelter, 804 Alarid St. Santa Fe NM 87505, director@steshelter.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
St. Elizabeth Shelter

Martin Ruybalid
Martin Ruybalid (Apr 29, 2025 14:11 MDT)

Martin Ruybalid, Executive Director

DATE: 04/29/2025

NMBTIN#: 02-059151-009

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

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

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

PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2019-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2632478	12/14/2024	12/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.131	01/05/2025	01/05/2026	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

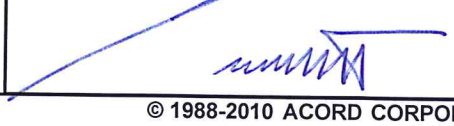
CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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St. Elizabeth Shelter

Final Audit Report 2025-05-12

Created:	2025-05-05
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-cnKrx2MRoy_pzfyrMmXkKlpGsY9u8JD

"St. Elizabeth Shelter" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2025-05-05 - 11:12:17 PM GMT- IP address: 63.232.20.2

Document emailed to Christa Hernandez (chernandez@santafenm.gov) for signature
2025-05-05 - 11:14:14 PM GMT

Email viewed by Christa Hernandez (chernandez@santafenm.gov)
2025-05-06 - 2:07:17 PM GMT- IP address: 104.47.65.254

Document e-signed by Christa Hernandez (chernandez@santafenm.gov)
Signature Date: 2025-05-06 - 2:07:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-05-06 - 2:07:24 PM GMT

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Signature Date: 2025-05-06 - 6:58:14 PM GMT - Time Source: server- IP address: 104.156.39.164

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-06 - 6:58:16 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-07 - 5:43:54 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-07 - 5:44:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-07 - 5:44:11 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-05-07 - 8:28:56 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-07 - 8:29:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-07 - 8:29:21 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-05-12 - 4:45:38 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-12 - 4:50:46 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-12 - 4:50:46 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: The Food Depot

Munis Vendor Number: 2178

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with The Food Depot For the Purpose of Providing Nutritious Food and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250538.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications

Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250538

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and The Food Depot herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and

emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.

H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.

I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.

K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.

M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.

N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 50 unduplicated individuals at $1,000 per person, per year.	
02 Provide nutritious foods to 150 food insecure individuals at $200.00 per person, per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term

of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: The Food Depot, 1222 A Siler Rd. Santa Fe NM 87507, jdixon@thefooddepot.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: The Food Depot, 1222 A Siler Rd. Santa Fe NM 87507, jdixon@thefooddepot.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
The Food Depot

Jill Dixon
Jill Dixon (May 28, 2025 12:38 MDT)
Jill Dixon, Executive Director

DATE: 05/28/2025

NMBTIN#: 02-267847-00-6

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees

** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2024

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com
INSURED The Food Depot, Inc. 1222A Siler Road Santa Fe NM 87507 (505) 471-1633	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Cincinnati Insurance Companies — 10677 INSURER B: United States Liability Insuranc — 25895 INSURER C: New Mexico Assurance Company — 13673 INSURER D: INSURER E: INSURER F:

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 38539 (48) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EPP 0214646	10/12/2024	10/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1M/3M
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EPP 0214646	10/12/2024	10/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ none			EPP 0214646	10/12/2024	10/12/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20870.127	10/13/2024	10/13/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Directors and Officers			NDO1559745G	10/13/2024	10/13/2025	Limit	$ 1,000,000
B	Employment Practices Liab			NDO1559745G	10/13/2024	10/13/2025	Limit	$ 1,000,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe, Community Health and Safety Dept, Youth and Family Services Division
PO Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The Food Depot

Final Audit Report 2025-06-02

Created:	2025-05-28
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4c1-LcaVxE-lwil_U8PjM8JqqlCpbQHm

"The Food Depot" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
2025-05-28 - 8:05:50 PM GMT- IP address: 63.232.20.2

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2025-05-28 - 8:14:17 PM GMT

Email viewed by Christa Hernandez (chernandez@santafenm.gov)
2025-05-28 - 8:16:28 PM GMT- IP address: 104.47.65.254

Document e-signed by Christa Hernandez (chernandez@santafenm.gov)
Signature Date: 2025-05-28 - 8:17:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-05-28 - 8:17:10 PM GMT

Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-05-28 - 11:38:09 PM GMT- IP address: 104.47.64.254

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-05-28 - 11:38:15 PM GMT - Time Source: server- IP address: 216.207.130.218

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-28 - 11:38:17 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-28 - 11:46:58 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-28 - 11:47:26 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-28 - 11:47:28 PM GMT

Powered by Adobe Acrobat Sign

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2025-05-29 - 1:15:50 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-29 - 1:16:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-29 - 1:16:12 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-06-02 - 9:16:40 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-06-02 - 9:23:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-02 - 9:23:33 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: The Life Link

Munis Vendor Number: 1340

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with The Life Link For the Purpose of Providing Navigation Services In the Total Amount of $240,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250539.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

ASSOCIATED APPROVALS:

IT 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: ERIKA LUJAN _____ **Title:** _____ **Date:** 05/29/2025

ERIKA LUJAN (May 29, 2025 07:16 MDT)

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From: LOVATO, JOANN D.
To: HERNANDEZ, CHRISTA; Purchasing DET
Cc: SANCHEZ, JULIE J.
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:25:40 PM
Attachments: image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications

Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250539

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and The Life Link herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral 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 Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and

emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.

H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.

I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.

K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.

M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.

N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 40 unduplicated individuals at $1,500 per person, per year.	

Compensation for services shall not exceed $60,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $240,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and terminate

four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2.By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term

of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

B. 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: The Life Link, 2325 Cerrillos Rd. Santa Fe NM 87505, drdebernardi@thelifelink.org.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: The Life Link, 2325 Cerrillos Rd. Santa Fe NM 87505, drdebernardi@thelifelink.org.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law.**

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

45. **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 Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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.

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
The Life Link

_____
Michael DeBernardi, Executive Director

DATE: 05/27/2025

NMBTIN#: 02097780008

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

PSA GSA - 2024_The Life Link - FINAL

Final Audit Report 2025-05-27

Created:	2025-05-21
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5tTFcfXKzmzERhvBFhCFHWjfKWnkTdGI

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Agreement completed.
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Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Premier Insurance Com	13675
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	INSURER B : ACE Property and Casualty Insura	20699
	INSURER C : Ace American Insurance Company	22667
	INSURER D : Travelers Casualty and Surety	19038
	INSURER E :	
	INSURER F :	

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 38769 (20) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			SVRD37800545003	11/30/2024	11/30/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	20,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
	OTHER:						Empl Benefits Liab	$	1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			CALH0861555A003	11/30/2024	11/30/2025	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6145.135	11/27/2024	11/27/2025	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liability			OGLG25507411003	11/30/2024	11/30/2025	Limit Occ/Aggregate	$	1M/3M
D	Crime			105649125	11/30/2024	11/30/2025	Employee Theft	$	400,000

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

The Purchasing Memo

Date: May 2, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director HHP

Subject: Aspen Solutions Data Consultation Services

Vendor Name: Aspen Solutions LLC

Munis Vendor Number: 6094

ITEM AND ISSUE:
Community Health and Safety Department Request for Approval of a Professional Services Contract with Aspen Solutions LLC for the Purpose of Providing Data Consultation Services to Human Services Committee and Children and Youth Commission Grantees In the Total Amount of $400,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:
The FY25 Munis contract number is 3250560.

BACKGROUND AND SUMMARY:
The City of Santa Fe released a Request for Proposal (RFP) solicitation on February 18, 2025, to solicit proposals from organizations to provide data consultation services and Results Based Accountability training and support to Human Services Committee (HSC) and Children and Youth Commission (CYC) grantees.

Aspen Solutions will assist grantees in tracking data measures linked to the strategic plans of either the Human Services Committee or the Children and Youth Commission. They will train all grantees on Results Based Accountability, a methodology utilized by both the Human Services Committee and the Children and Youth Commission, to develop a strategic framework which will identify funding priorities and related health and social determinant indicators for community health improvement. Aspen Solutions will also assist grantees in tracking the navigation services being provided by those organizations who are a part of CONNECT.

CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all individuals in Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership for CONNECT, on November 10th, 2020, through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Children and Youth Fund

Munis Org Name/Number: 2560122

Munis Object Name/Number: 510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/08/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

On February 18, 2025, RFP #25096 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of March 14, 2025. The Youth and Family Services Division received one (1) proposal for data consultation services.

Services will begin on July 1, 2025, all contracts will be for four years ending June 30, 2029.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/09/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT 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:

Procurement document: RFP

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Professional Services Contract

Item #: _____
Munis Contract #: 3250560_____
RFP#: 25096____

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 **Aspen Solutions LLC**, 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 Agreement 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; 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 Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

1. Meet with Human Services Committee ("HSC") and Children and Youth Commission ("CYC") grant funded organizations to identify and plan how data collection, tracking, and reporting will occur as part of the grantee's contract requirements.
2. Provide training and ongoing support to HSC and CYC grant funded organizations with inputting data and submitting biannual reporting for their funded program, as well as other grantee identified needs.
3. Review biannual report submissions and compile information into a presentation and overview document to be shared with commissioners and committee members. Information should highlight grantee quantitative and qualitative data, outcomes, and challenges.
4. Participate in and provide updates to the HSC and CYC on grantees in biannual reports.
5. Assist the HSC and CYC with development of data collection priorities using local, state, or regional data as part of the annual strategic planning process.
6. Work with grantees to develop target outcomes using the Results Based Accountability framework which are in line with CYC and HSC's Key Indicators.
7. Assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the HSC or CYC.
8. Attend meetings with City staff and community stakeholders.
9. Participate in the City's identified closed loop referral platform meetings to discuss and review network standards, data collection and inputting data into the closed loop referral platform.
10. Provide feedback on CONNECT navigation protocols and network standards.

11. Create and compile survey results administered to navigators about CONNECT to support quality improvement/evaluation initiatives.
12. Create and compile survey results administered to grantees for HSC and CYC insight related to quality improvement, evaluation or other initiatives.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to data consultation for the City, as set forth in this Agreement. 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 upon the Scope of Work and Deliverables listed above, such compensation not to exceed $100,000.00 annually, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $400,000.00**.

B. Payment. The total compensation under this Agreement shall not exceed **$400,000.00**, 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 Agreement 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 Agreement 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 Agreement 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 Agreement. 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 **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

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 Agreement 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 Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement 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.

All terms and conditions of **RFP # 25096 Children and Youth Commission and Human Services Committee Grantee Data Consultant** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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. **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.

C. 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: Christa Hernandez, PO Box 909 Santa Fe, NM 87504, chernandez@santafenm.gov

To the Contractor: Aspen Solutions LLC, 300 Paseo de Peralta 210 Santa Fe, NM 87501, natalie@aspensolutions.consulting.

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 Agreement, 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 Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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 Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

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:

Alan Webber, Mayor

CONTRACTOR: Aspen Solutions LLC

Natalie Skogerboe (Apr 23, 2025 10:56 MDT)

Natalie Skogerboe, Director

DATE: 04/23/2025

NMBTIN#: 03-240132-00-9

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kyle Hibner

Kyle Hibner (Apr 25, 2025 12:58 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

The City of Santa Fe, Central Purchasing Division
AND
Community Health and Safety Department

REQUEST FOR PROPOSALS (RFP)

Children and Youth Commission and Human Services Committee Grantee Data Consultant

RFP# 25096

Proposals are due on: March 14, 2025

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THE DATA PROJECT WILL BE BASED ON THE INDICATORS AND PRIORITIES OUTLINED BY THE CHILDREN AND YOUTH COMMISSION (HTTPS://SANTAFENM.GOV/COMMUNITY-SERVICES/CHILDREN-AND-YOUTH-COMMISSION) AND THE HUMAN SERVICES COMMITTEE (HTTPS://SANTAFENM.GOV/COMMUNITY-SERVICES/HUMAN-SERVICES-COMMITTEE) 8

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of this RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional services for data consultation using a Results Based Accountability framework to support Human Services Committee and Children and Youth Commission grantees.

B. BACKGROUND INFORMATION

The Human Services Committee was formed by Governing Body Resolution in 1987 and is charged by the City of Santa Fe Ordinance (2016) to advise and recommend health and human service policies, assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human service programs, provide technical assistance to programs, and make funding recommendations to the Governing Body to support nonprofit organizations that provide and maintain a safety net of services to meet the essential health and human service needs of individuals age 18 and over who reside in Santa Fe.

The Committee receives 2% of the gross receipts tax (GRT) and administers the Human Services Fund which is awarded to local nonprofits through a three-year funding cycle at approximately $1.2 million annually. The funding amount varies due to GRT fluctuations. The Committee works in partnership with the Youth and Family Services Division staff liaison to effectively describe, plan, coordinate, sustain, and improve health and human services in Santa Fe.

In 2018, the Human Services Committee adopted the Results-Based Accountability (RBA) methodology to develop a strategic framework that identifies funding priorities and related health and social determinant indicators for community health improvement. The Human Services Committee gathered information on critical community health status and inequities identified through qualitative and quantitative data, needs assessments and information gathering.

The Results-Based Accountability Framework identifies the desired *results in mind* for the Human Services Committee's four funding priority areas:

- Adult Health
- Behavioral Health
- Community Safety
- Equitable Society

The Children and Youth Commission was formed by Governing Body Resolution 1989 and is charged by the City of Santa Fe Ordinance (1998) with surveying and assessing the needs of the children and youth within the city of Santa Fe; identifying and recommending to the governing body existing legislation, policies and programs that promote the healthy development of young people; determining priorities for program development, advocating in the community on behalf of children and youth; and planning short and long range improvements for young people, from birth through the age of twenty-one (21).

The Commission receives 3% of the City's gross receipts tax (GRT) and administers the Children and Youth Fund which is awarded to local nonprofits through a three-year funding cycle at approximately $1.2 million annually. The funding amount varies due to GRT fluctuations. The purpose of the fund is to support community programs that promote the healthy development of children and youth, ages birth to twenty-one (21). The Commission works in partnership with the City liaison of the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate and support children and youth related efforts in the Santa Fe community. Plans and policies are presented to the governing body for approval.

In 2019, to create effectiveness and efficiency in the funding and community work that comes out of the Youth and Family Services Division, the Santa Fe Regional Juvenile Justice Board successfully merged with the Children and Youth Commission. The Santa Fe Regional Juvenile Justice Board brings extensive knowledge on opportunity and juvenile justice involved youth as well as $198,000.00 in state Children, Youth and Families Department (CYFD) Juvenile Justice Prevention funding.

The newly merged Commission strives to see positive results in the lives of community members - including improved health, improved behavioral health, improved sense of safety, and more equitable access to the kinds of opportunities that allow all constituents to achieve their full potential. The Commission is working towards affecting the overall health, safety, and quality of life of all children in Santa Fe.

In 2019, the Children and Youth Commission adopted the Results-Based Accountability (RBA) methodology to address some of the community's most urgent needs. The Commission also identified shared values, guiding principles and developed vision and mission statements.

The Results-Based Accountability Framework identifies the desired *results in mind* for the Children and Youth Commission's three funding priority areas:

- Safety and Basic Needs
- Early Childhood and Supplemental Education
- Youth Wellness

Results-Based Accountability (RBA) is a disciplined way of thinking and acting to improve entrenched and complex social problems. Communities use this methodology to improve the lives of children, youth, families and adults. RBA is used by grantees funded by the City of Santa Fe's Youth and Family Services Division to measure the impact of programs and services being provided.

RBA is the use of data-driven, decision-making processes to support communities or organizations in moving past assessing needs and towards implementing actionable steps to address identified issues within a community. One key distinction of RBA is how population and performance measures are identified and how this information then determines how impact is measured.

Results-Based Accountability (RBA) can support policymakers, funders, and program administrators to:

- Identify how well programs are doing
- Determine where programs might need to make changes
- Hold programs accountable for performance
- Identify what changes will be needed to "turn the curve"

C. SCOPE OF PROCUREMENT

The City of Santa Fe Youth and Family Services Division is soliciting proposals from data experts, evaluators, or other professionals in the field of social work, sociology, and/or public health. The solicitation is for up to four-year contract worth up to $100K per year in the areas of Program Evaluation, Data Collection, Analysis, and Reporting to assist nonprofit grantee organizations contracted by the Human Services Committee and Children and Youth Commission through the City of Santa Fe. The contractor will:

- train grantees on Results Based Accountability
- support grantees in identifying measurable data points which will be reported on biannually
- create grantee reporting templates which capture the information required by the City of Santa Fe's Program Manager, Human Services Committee, and Children and Youth Commission
- present summaries of the submitted mid-year and end of year reports from grantees to the Human Services Committee, and Children and Youth Commission
- support with other data consultation requests as requested by the City of Santa Fe's Program Manager, Human Services Committee, and Children and Youth Commission

The contractor will have a broad view of the needs and programs serving the Santa Fe community and specialized experience in data collection methodologies, software systems, evidence-based practices and fidelity assessments (developmental, process, outcome). The contractor will also understand the importance of ensuring confidentiality and transparency in the dissemination of information. The goal is to support grantees in measuring the impact of the programs and services they are proving.

The work includes but is not limited to;

1. Meet with grantees to conduct an analysis of current data collection, reporting, and use of Unite Us.
2. Providing training and ongoing support to grant contracted organizations with inputting data and submitting biannual reporting for their funded program, as well as other grantee identified needs;
3. Review biannual report submissions and compile information into a presentation and overview document to be shared with commissioners and committee members. Information should highlight granted quantitative and qualitative data, outcomes, and challenges.
4. As requested, participate in and provide updates to the Human Services Committee and Children and Youth Commission on grantee biannual reports.
5. As needed, assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state, or regional data as part of the annual strategic planning process.
6. Work with grantees to develop target outcomes using the RBA framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators.
7. As needed, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
8. As needed, attend meetings with City staff and community stakeholders.
9. As needed, participate in Unite Us meetings on network standards, data collection and inputting data into Unite Us.
10. Provide feedback on CONNECT navigation protocols, and network standards.
11. As requested, create and compile survey results administered to navigators about CONNECT to support with quality improvement/evaluation initiatives.

12. As requested, create and compile survey results administered to grantees for Commission or Committee insight related to quality improvement, evaluation or other initiatives.

Contractor will be reimbursed for travel and per diem expenses in accordance with the applicable U.S. General Services Administration (GSA) rates.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Youth and Family Services Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Christa Hernandez, Procurement Manager
Telephone: (505) 955-6728

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

   Procurement Manager: chernandez@santafenm.gov
   Central Purchasing Division: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:



G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

Other relevant links:
https://www.santafenm.gov/connect
https://uniteus.com
https://clearimpact.com/results-based-accountability/

The data project will be based on the indicators and priorities outlined by the Children and Youth Commission (https://santafenm.gov/community-services/children-and-youth-commission) and the Human Services Committee (https://santafenm.gov/community-services/human-services-committee)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	**Responsible Party**	**Due Dates**	**Times (in Mountain)**
Issue RFP	Central Purchasing Division	February 14, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	February 21, 2025	9:00 – 10:30AM
Deadline for Written Questions	Potential Offerors	February 28, 2025	No later than 5:00 PM
Response to Written Questions	Procurement Manager	March 7, 2025	
Proposals Due Date	Offerors	March 14, 2025	No later than 3:00 PM
*Interviews (If Necessary)	*Potential Offerors*	March 19*, 2025*	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	March 24, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	April 8, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	April 22, 2025	
*Best and Final Offers	Offerors	April 22, 2025	
*Governing Body Approval	Governing Body	May 14, 2025	
*Contract Award(s)	Requesting Department	May 19, 2025	

*Dates indicated in after "Proposals Due Date" through "Contract award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events , above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

1. Issue RFP

This RFP is being issued on behalf of The City Public Utilities Department on the date indicated in the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 9:00am MST via MS Teams.
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjcxZjY2YjAtY2U1Zi00MGYwLTgyZmMtNDhhZDcwY2IyMzg0%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2297f62189-92f2-417d-a178-e85e07d690b6%22%7d
Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central.

5. Proposals Due Date

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION.

Proposals must be submitted electronically through the link in the Response Format and Organization section. Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Identification of Potential Best-Valued Offeror(s)

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager in conjunction with the Central Purchasing Division and the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors and point values listed in this RFP. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in the Evaluation section will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

7. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

8. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Sequence of Events.

9. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Sequence of Events, or on an accelerated timeline from finalists. The purpose

would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal based on information discovered during the Clarification Meeting.

10. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

11. Contract Awards

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

12. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov
PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

13. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, the contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP the Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.

C. GENERAL REQUIREMENTS


GENERAL REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Proposal," "Confidential Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx. by the submission deadline in Explanation of Events. Submissions cannot be password protected and must be in PDF format. ***The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
Attachment C	Conflict of Interest	Required
Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the Offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview (If Necessary)	25
5	Local Preference	3 or 6*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration and Checklist.** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The Offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the Offeror proposes to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** The Offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information regarding the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
ii. Provide high performing Offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

i. PC submittal must NOT contain any names that can be used to identify who the Offerors are (such as firm names, personnel names, Project names, or product names).
ii. A PC proposal template is included in this RFP. This document must be used by all Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
iii. Failure to comply with any of the PC format requirements may result in disqualification.
iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the Offeror has expertise for the specific project being proposed on.
v. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. <u>Overview of the Scope/Level of Expertise Plan</u> - The Scope/Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the Offeror can accomplish the

subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the Offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The Offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

vi. Interviews – The city may shortlist (if necessary) the top-rated Offerors. The shortlisted Offerors (if necessary) will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested

e) Local Preferences.

To qualify for a local preference, an Offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its proposal, showing that the business is located within the Santa Fe municipal limits. If a proposal is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued preference Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, Section 13-1-22.

a. When the City makes a purchase using a formal RFP process, not including contracts awarded on a point-based system, the City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a business with all resident business subcontractors.
b. When the City makes a purchase using a formal request for proposals' process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 3% of the total points possible to a local resident business. The City shall award an additional 3% of the total possible points to a business with all resident business subcontractors.

The maximum available local preference shall be 6% on projects funded by the city.

A. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply if the expenditure for the resulting agreement includes federal funds.

Only one submitted preference will be applied per solicitation, not multiple. Applications are available for download at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of Offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the contract is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to the City, as determined by the City in its sole discretion.

C. CLARIFICATION

The potential best value Offeror will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

D. AWARD

The City will notify each Offeror in writing of the City's decision.

a) The City reserves the right to reject any or all proposals and to award more than one Offeror. The decision of the RFP award by the City is final.

b) The City, at its sole discretion, may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not meet the full requirements of the RFP.

The final award is dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements in proposals can be added or amended, at the City's sole option, and may be included in the final contract. Obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

All Offeror's performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist
☐	Attachment B	Campaign Contribution Disclosure Form
☐	Attachment C	Conflict of Interest
☐	Attachment D	Non-collusion Affidavit
☐	Attachment E	Key Personnel Lead Form
☐	Attachment F	Project Cost Proposal Form
☐	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☐	Attachment G (1)	Level of Expertise (LE) Plan
☐	Attachment G (2)	Value Added (VA) Plan
☐	Attachment H	Reference List

RFP # 25036

_____	_____
Phone Number	Company Name
_____	_____
Mailing Address	FEIN#
_____	_____
City and Country	NM BTIN#

1. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

2. Use of subcontractors (Select one):

____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

_____
(Attach extra sheets, as needed)

3. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.
(N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____
(Attach extra sheets, as needed)

5. By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified above, I accept the Conditions Governing this Procurement
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #1. A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money.
or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Sections 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Manager, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Project Manager needs to describe the conflict.

The Project Manager agrees that, if after award, an organizational conflict of interest is discovered, Project Manager makes an immediate and full written disclosure to the City that includes a description of the action that Project Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Project Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded On-Call Automation, Controls, and SCADA Engineering Services. For the duration of this firm's involvement in the Project Manager gratuity or consideration or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the proposed contract.

I certify that this firm will keep all proposed contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the proposed contract. I understand that if this firm leaves this proposed contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the proposed contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal

penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the proposed contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: _____

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables.
2. A cost breakout by project area (Labor, Materials and Overhead)
   a. Equipment should be included in labor

#	**Deliverables**	**Cost**
1		$
2		$
3		$
4		$
5		$
6		$
7		$
8		$
9		$
10		$
	Total Cost	**$**

#	**Project Area**	**Cost**
1	Labor (# of Man hours)	$ ( )
2	Materials	$
3	Overhead	$
	Total Cost	**$**

Option Year 1: (07/01/2025 thru 06/30/2026) Price: $ _____
Option Year 2: (07/01/2026 thru 06/30/2027) Price: $ _____
Option Year 3: (07/01/2027 thru 06/30/2028) Price: $ _____
Option Year 4: (07/01/2028 thru 06/30/2029) Price: $ _____

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1.	Is your PC Submittal (Attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)?	☐ Yes ☐ No
2.	Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is?	☐ Yes ☐ No
3.	Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?	☐ Yes ☐ No
4.	Do you understand that the contents of PC Submittal will become part of the Contract?	☐ Yes ☐ No
5.	Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?	☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other Offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section.** Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example (gray highlighted column) in table below may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of Data Consultation Projects	1		
# of Data Consultation Projects with a government entity	1		
# of Data Reports Compiled from Local, State and National Sources Used to Support with Strategic Action Planning	1		
# of Data Presentations Compiled from Submitted Reports and Presented to Committees or Commissions	1		
# of Service Providers Trained in RBA	35		
Average Budget ($)	$100K		
Average Duration (year)	4		
Customer Satisfaction	10/10		
Average Time Deviation (%)	0%		
Average Cost Deviation (%)	0%		

Additional Project Performance Criteria	Offeror's Project Performance	Ref #

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment E: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Additional labor to expedite work	5%	0	Increased cost by 5%	1
1					
2					
3					

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by the City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	###-###-####	$ 1,800,000	1/1/2020 - 5/1/2020
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Offeror and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offeror for potential award (this Offeror would also have to participate in a Clarification Phase). If the Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award.

b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Weekly Risk Report to mitigate risk.

c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:

   i. Proposed detailed plan from beginning to end.
   ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
   iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
   iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
   v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
   vi. A Weekly Risk Reporting System (WRRS, Attachment J), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a weekly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.

b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all

participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:

i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
ii. Present the scope of services (schedule, cost, deliverables, etc.).
iii. Identify the City's responsibilities.
iv. Propose the Weekly Risk Report (WRR) format.
v. Field questions and concerns from City stakeholders.
vi. Listen to concerns, issues, and comments from the City stakeholders.
vii. Propose a schedule to finalize the Clarification Phase and the contract documents.

c. Once the First Clarification Meeting is held, and if the City is comfortable with the offer, the Clarification Phase begins. The Offeror may be required to complete the following:
   i. Revisit the site/buildings/campus to do any additional investigation.
   ii. Coordinate with all parties that will be involved with the delivery of products/services.
   iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
   iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
b. Finalized scope documents which include details on how the tasks will be completed.
c. Description of the end deliverable in terms of simplified metrics.
d. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
e. Weekly Risk Report format (WRR)
f. Project financial summary.
   i. The Offeror's Original Price Proposal.
   ii. A list of agreed/accepted Value-Added Options (with impact to price)
   iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
   iv. A Price Breakout and Payment Schedule.
g. Project and emergency contact list.
h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring its team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the contract period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by the City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that must be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The Contract included as a separate PDF attachment represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify the Contract prior to, or during, the award process, as necessary.

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: $90,000

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables.
2. A cost breakout by project area (Labor, Materials and Overhead)
   a. Equipment should be included in labor

#	Deliverables	Cost
1	Meet with grantees to conduct an analysis of current data collection, reporting and use of the Unite Us platform.	$5,000
2	Provide training and technical assistance to grant contracted organizations with data collection and monitoring and submitting biannual city reports for their funded program, as well as other grantee identified needs.	$20,000
3	Meet with and engage City staff and community stakeholders to plan services and share updates, and participate in Navigation meetings, Unites Us meetings, and other CYC or HSC events.	$5,000
4	Review grantee bi-annual reports and develop summary reports, presentations, and/or fact sheets for the Commissioners and committee members that highlights grantee quantitative and qualitative data, progress, outcomes, and challenges.	$30,000
5	Participate in and provide updates and presentations on grantee performance to the Human Services Committee and Children and Youth Commission and other municipal committees as appropriate.	$10,000
6	Assist the Human Services Committee and Children and Youth Commission with development of data priorities using local, state or regional data as part of the annual strategic planning process.	$5,000
7	Prepare and present ends framework data presentations to highlight data priorities and emerging trends to the Human Services Committee and Children and Youth Commission and other municipal committees as appropriate.	$2,500
8	Work with grantees and the CYC and HSC to develop target outcomes using the RBA framework which are in line with	$5,000

	CYC and HSC's Key Indicators; and develop a uniform data collection and reporting form for RBA metrics.	
9	Create and report on survey and/or focus group results from navigators, grantees, and CONNECT stakeholders to support quality improvement and evaluation, as requested.	$5,000
10	As needed, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission, including following navigation protocols and/or network standards.	$2,500
	Total Cost	**$90,000**

#	**Project Area**	**Cost**
1	Labor (# of Man hours)	$81,000 (810 hours)
2	Materials	$0
3	Overhead	$9,000
	Total Cost	**$90,000**

Option Year 1: (07/01/2025 thru 06/30/2026) Price: $ $90,000
Option Year 2: (07/01/2026 thru 06/30/2027) Price: $ $90,000
Option Year 3: (07/01/2027 thru 06/30/2028) Price: $ $90,000
Option Year 4: (07/01/2028 thru 06/30/2029) Price: $ $90,000

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☒	Attachment A	Proposal Cover Page, Declaration & Checklist
☒	Attachment B	Campaign Contribution Disclosure Form
☒	Attachment C	Conflict of Interest
☒	Attachment D	Non-collusion Affidavit
☒	Attachment E	Key Personnel Lead Form
☒	Attachment F	Project Cost Proposal Form
☒	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☒	Attachment G (1)	Level of Expertise (LE) Plan
☒	Attachment G (2)	Value Added (VA) Plan
☒	Attachment H	Reference List

RFP # 25036

505-239-0613
Phone Number

Aspen Solutions, LLC
Company Name

4029 Painted Pony Circle, Santa Fe NM 87507
Mailing Address

45-4072252
FEIN#

City of Santa Fe, Santa Fe County
City and Country

03-240132-00-9
NM BTIN#

1. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name	Natalie Skogerboe		
Title	Owner & Director		
Email	natalie@aspensolutions.consulting		
Telephone	505-239-0613		

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

2. Use of subcontractors (Select one):

__ _ No subcontractors will be used in the performance of any resultant contract, OR
_X_ The following subcontractors will be used in the performance of any resultant contract:
Ana Coghlan, PhD, will be subcontracted with Aspen Solutions to co-lead the project with Natalie Skogerboe.
(Attach extra sheets, as needed)

3. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.
(N/A, None, Does not apply, etc. are acceptable responses to this item.)

None
(Attach extra sheets, as needed)

5. By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified above, I accept the Conditions Governing this Procurement
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors; and
- I acknowledge receipt of all amendments to this RFP, if any.



March 11, 2025
Authorized Signature and Date (*Must be signed by the individual identified in item #1. A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money.
or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the

payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Sections 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: N/A

Relation to Prospective Contractor: N/A

Date Contribution(s) Made: N/A

Amount(s) of Contribution(s) N/A

Nature of Contribution(s) N/A

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.



Signature March 11, 2025
Date

Owner & Director, Aspen Solutions
Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Manager, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Project Manager needs to describe the conflict.

The Project Manager agrees that, if after award, an organizational conflict of interest is discovered, Project Manager makes an immediate and full written disclosure to the City that includes a description of the action that Project Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Project Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _Natalie Skogerboe___ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded On-Call Automation, Controls, and SCADA Engineering Services. For the duration of this firm's involvement in the Project Manager gratuity or consideration or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the proposed contract.

I certify that this firm will keep all proposed contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the proposed contract. I understand that if this firm leaves this proposed contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the proposed contract information. I

fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the proposed contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Aspen Solutions

Authorized Representative/Title: Natalie Skogerboe

Phone Number: 505-239-0613

Fax Number:

Email Address: natalie@aspensolutions.consulting

Signature: 

Date: March 11, 2025

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the ___Owner & Director_____ (insert title) and the duly authorized representative of ___Aspen Solutions_____ (insert organization's name) whose address is _____4029 Painted Pony Circle, Santa Fe, NM 87507_____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name ____Natalie Skogerboe_____

Title _____Owner & Director_____

Date _____March 11, 2025_____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: Natalie Skogerboe, Owner & Director

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1.	Is your PC Submittal (Attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)?	☒ Yes ☐ No
2.	Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is?	☒ Yes ☐ No
3.	Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?	☒ Yes ☐ No
4.	Do you understand that the contents of PC Submittal will become part of the Contract?	☒ Yes ☐ No
5.	Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?	☒ Yes ☐ No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other Offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section.** Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example (gray highlighted column) in table below may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of Data Consultation Projects	1	47	1-31
# of Data Consultation Projects with a government entity	1	28	2,3,5,6,7,10,12,13,15,16,19,20, 21,22,23,24,26,27,28,29,30
# of Data Reports Compiled from Local, State and National Sources Used to Support with Strategic Action Planning	1	690	1-13, 15-31
# of Data Presentations Compiled from Submitted Reports and Presented to Committees or Commissions	1	582	1-16, 18-29, 31
# of Service Providers Trained in RBA	35	61	1,5,14
Average Budget ($)	$100K	$145,000	1-31
Average Duration (year)	4	3.4	1-31
Customer Satisfaction	10/10	9.9/10 Overall Satisfaction 9.75/10 Net Promoter Score	5
Average Time Deviation (%)	0%	0%	1-31
Average Cost Deviation (%)	0%	0%	1-31

Additional Project Performance Criteria	Offeror's Project Performance	Ref #
Additional Studies: In-depth studies and presentations on special populations, emerging trends, and program outcomes (case studies, focus groups, special reports).	6	4,5,8,9,10,22

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment E: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
1	**Expert Presentations:** Provide expertise on emerging trends, progress, outcomes, and/or evidence-based practices with other City committees, the broader Unite Us networks, and other external partners.	5%	0	Increase cost by 5%	1,2,4,11,12, 15,20,29
2	**Electronic Data Management System:** Employ an online data management tool (such as SmartSheets) to house information and reports, generate data dashboards, report submissions, and provide resources.	20%	0	Increase cost by 20%	26
3	**Logic Model Development:** Facilitate logic model/theory of change trainings and individualized technical assistance and measurement plan development for grantees who elect to participate.	2.5%	0	Increase cost by 2.5%	2,7,13,14,15, 16,19,29

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by the City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	###-###-####	$ 1,800,000	1/1/2020 - 5/1/2020
1	Anchorum	Loe Marcoline	lmarcoline@anchorum.org	505-310-9559	$20,000	2/1/2021-6/30/2022
2	Carlsbad Coalition	Joana Wells	coalition.wells@gmail.com	575-256-0565	$736,000	7/1/2017-present
3	CYFD	Carlos Romero	c.romero@apexeval.org	505-828-0082	$120,000	1/1/2015-12/30/2016
4	CHRISTUS St. Vincent	Kathleen Tunney	Kathleen.Tunney@stvin.org	717-332-5547	$32,000	9/1/208-5/30/2019, 9/1/2022-5/30/2023, 9/1/2024-2/28/2025
5	City of Santa Fe – Youth and Family Services	Christa Hernandez	chernandez@santafenm.gov	505-955-6728	$784,000	7/1/2017-present
6	City of Santa Fe – Fire Dept	Nicole Ault	nlault@santafenm.gov	505-469-5297	$90,000	10/1/2017-10/31/2020
7	City of Santa Fe – Violence Prevention Program	Julie Sanchez	jjsanchez@santafenm.gov	505-955-6678	$60,000	3/1/2023-6/30/2024
8	Communities in Schools	Michelle Katz	mkatz@cisnm.org	216-409-4882	$18,000	2/1/2024-6/30/2024
9	Cooking with Kids	Anna Farrier	afarrier@cookingwithkids.org	505-438-0098	$2,000	7/1/2022-12/30/2022
10	Coop Consulting	Michael Coop	coopconsulting@gmail.com	505-603-2024	$30,000	7/1/2019-12/30/2019

11	Dream Tree Project	Catherine Hummel	catherine@dreamtreeproject.org	575-224-2382	$75,000	12/1/23-present
12	Grant County Juvenile Justice Board	Ruth Dirmeyer	rdirmeyer@silvercitynm.gov	575-313-7539	$5,000	3/1/2023-8/30/2023
13	Hands Across Cultures	Diego Lopez	handsacrossculturescorp@gmail.com	505-507-4904	$90,000	10/1/2023-present
14	Kamama Consulting	Paula Feathers	preventionworkforce@gmail.com	505-750-8623	$3,000	7/1/2017-12/30/2017
15	La Casa Community Behavioral Health	Kim Rutley	Krutley@lacasahealth.com	505-977-0858	$225,000	9/1/2017-present
16	National Latino Behavioral Health Association	Fred Sandoval	admin@nlbha.org	505-980-5156	$42,500	9/1/2023-11/15/2024
17	New Mexico Food Policy Council	Pam Roy	pam@farmtotable.org		$5,000	9/1/2018-9/30/2019
18	Not Forgotten Farm	Mat Whitener	mat@notforgottenoutreach.org	520-664-5864	$60,000	5/1/2024-present
19	Office of Substance Abuse Prevention	Pamela Espinoza or Michael Coop	pamela.espinoza@hca.nm.gov or coopconsulting@gmail.com	505-476-9253 for PE Or 505-603-2024 for MC	$960,000	9/1/2006-12/30/2015
20	Perpetual Tears Memorial Inc.	Adrian Ortiz	adrian.ortizptmi@gmail.com	505-288-9208	$184,000	7/1/2017-present
21	Santa Fe County – DWI	LeAnne Rodriguez	lrodriguez@santafecountynm.gov	505-310-2910	$152,000	1/11/2024-present
22	Santa Fe County – HHS	Jennifer Romero	jnromero@santafecountynm.gov	(505) 995-9526	$5,000	1/30/2023-6/30/2023
23	Santa Fe County – LEAD	Coy Maienza	cmaienza@santafecountynm.gov	505-992-9842	$120,000	6/1/2021-present
24	Santa Fe - County Teen Court	Chanelle Delgado	cdelgado@santafecountynm.gov	505-992-9875	$22,000	1/1/2025-present
25	Socorro County Juvenile Justice Board	Kirstin Keller	kirstin.keller@hotmail.com	575-517-0310	$9,000	1/1/2018-present

26	Socorro County Options, Prevention, and Education	Samantha Winter	coordinator@scopehealthcouncil.org	865-964-6440	$212,500	10/1/2021-present
27	Socorro County Prevention Coailition	Chris Rottman	crottmanscpc@gmail.com	575-317-1583	$120,000	7/1/2017-6/30/2023
28	Southwest Indian Polytechnic Institute	Jolene Aguilar	jolene.aguilar@bie.edu	505-252-5037	$63,000	9/1/2018-7/30/2021
29	Taos Pueblo	Ezra Bayles	ebayles@taospueblo.com	575-779-7925	$100,000	12/1/2020-present
30	Torrance County DWI	Ruth Abigail	rabigail@tcnm.us	505-544-4311	$5,000	1/1/2025-3/1/2025
31	Torrance County Juvenile Justice Board	Rebecca Armstrong	armstrongrebecca73@gmail.com	505-620-6317	$9,000	6/1/2019-12/30/2023

Resident Business Preference

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: ASPEN SOLUTIONS LLC

DBA: NATALIE SKOGERBOE
NATALIE SKOGERBOE
4029 PAINTED PONY CIR
SANTA FE, NM 87507-8450

Expires: **24-Jul-2027**

Certificate Number:

L0915927408

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

MEMORANDUM OF AGREEMENT
BETWEEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
REGARDING "CONNECT", AN ACCOUNTABLE HEALTH COMMUNITY

THIS MEMORANDUM OF AGREEMENT is entered into on this 10th day of November, 2020, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS

WHEREAS, the City of Santa Fe and Santa Fe County Community Services Departments share a common vision of connecting all residents of the City and County, especially the most in need, with the resources key to improving health and wellbeing; and

WHEREAS, a quality health and wellbeing system promotes a healthy community by improving the health of populations, improving the patient system of care, and reducing the per capita cost of health care, and no single government or non-government entity is accountable for achieving a healthy community;[1] and

WHEREAS, the City and Santa Fe County are dedicated to achieving a healthy community by promoting an Accountable Health Community model, which is a structured, cross-sectoral alliance of healthcare, public health, social services and other organizations that plan and implement strategies to improve population health and health equity for all its residents; and

WHEREAS, the model is designed to strategically leverage resources across sectors, presenting opportunities to improve population health, reduce costs, and enhance access to and quality of care;[2] and

WHEREAS, the City and the County define population health as the health outcomes of all people in Santa Fe County and recognize that population health outcomes are the product of multiple *determinants* of health, including policies, clinical and public health care, genetics, behaviors (e.g., smoking, diet, and treatment adherence), social factors (e.g., housing, employment, education, and poverty), environmental factors (e.g., occupational, food, and water safety), and the distribution of disparities in the population;[3] and

WHEREAS, the City and the County's governing bodies endorse the Accountable Health Community model and seek to improve health, improve behavioral health, improve safety, and promote more equitable access to opportunities for realizing the full potential of all people in Santa Fe County; and

---

[1] Institute for Healthcare Improvement, Triple Aim: http://www.ihi.org/Engage/Initiatives/TripleAim/Pages/default.aspx

[2] Prevention Institute, Accountable Communities for Health: https://www.preventioninstitute.org/projects/accountable-communities-health-ach

[3] Association of State and Territorial Health Organizations: https://www.astho.org/Health-Systems-Transformation/Medicaid-and-Public-Health-Partnerships/Learning-Series/Public-Health-and-Population-Health-101/

WHEREAS, the City's Community Services Department provides and coordinates services with Santa Fe County's Community Services Department, and both coordinate with state and other partners to address the determinants of health in order to promote a healthy community; and

WHEREAS, the County's and the City's Community Services Departments have both embarked on creating a single network of providers connected by "navigators", professionals who screen for social needs which impact health and wellbeing including access to housing, food, transportation, utilities, and interpersonal safety and who work to connect clients with needed resources; and

WHEREAS, a key feature of creating this network of better-connected health and human services providers in the community is to connect residents with needed resources; and

WHEREAS, there exists a need for a common tool whereby aggregate data on those residents screened and navigated through the health and human services system and the activities of those agencies serving them can be tracked to establish the scope of social needs and impact of services rendered to mitigate those needs; and

WHEREAS, the City of Santa Fe Community Services Department, via its Human Services Committee, Children and Youth Commission, and other City of Santa Fe funding boards, contracts with many of the same providers with which Santa Fe County contracts in order to provide both safety net and navigation services; and

WHEREAS, both departments seek to create a better-connected network of health and human service providers in Santa Fe so that residents can access resources such as housing, food, transportation, utilities, interpersonal safety, education, childcare and employment; and

WHEREAS, both departments envision the network they create in Santa Fe County growing throughout the state and acting as a model for other communities in New Mexico seeking to improve the health and wellbeing of their residents; and

WHEREAS, the City and Santa Fe County desire to formalize an agreement to effect a coordinated network of health and human services providers providing "navigation" to residents of the City and County, the purpose of which is to help residents access resources related to health care, housing, food, transportation, utilities, interpersonal safety, and other social determinants of health to be known as "Connect"; and

WHEREAS, the City and County desire to name this network "Connect".

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City of Santa Fe Community Services Department and the Santa Fe County Community Services Department (collectively the "Departments") agree to jointly create and support Connect, the network of health and human services providers who collectively serve the most vulnerable people in the City and County with a goal of enacting a model of care coordination that may be supported by state, federal, and private funders and replicated statewide.

2. **SCOPE.** The Departments agree to coordinate on: 1) collecting data via the same tool, a software system to assess the aggregate number of residents served by internal programs and community partner grantees and the impact of navigation and referrals on health outcomes, as well as which social needs go unmet in the County; 2) a communication strategy about Connect for the navigator network, funded agencies, current and potential partners, and the public; 3) strategies for growing the network and developing state and other funding sources for Connect.

3. **TERM.** This Memorandum of Agreement ("Agreement") shall remain in effect until terminated by either party pursuant to Article 4 below.

4. **TERMINATION.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City or the County in connection with this Agreement 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 the County and their "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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. **ASSIGNMENT.** Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

Nov 17, 2020
DATE

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

11-17-2020
DATE

GB Mtg 11/10/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:04 MDT)

Jun 8, 2020

SENIOR
ASSISTANT
CITY ATTORNEY

DATE

APPROVED FOR FINANCES:

Mary McCoy

Nov 17, 2020

MARY M. MCCOY
FINANCE DIRECTOR

DATE

SANTA FE COUNTY:

Katherine Miller

5-28-2020

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for G.S.S.

May 26, 2020

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Yvonne S. Herrera

5/27/2020

Yvonne S. Herrera
Finance Director

Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

d) Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

Committee	Review:
Finance Committee:	11/02/20
Quality of Life Committee:	11/04/20
Governing Body: 11/10/20	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	x		
COUNCILOR CASSUTT-SANCHEZ	x		
COUNCILOR LINDELL	x		
COUNCILOR VILLARREAL	x		
CHAIRPERSON ABEYTA	x		

9-19-20

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/10/2020

ISSUE:
Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 11/02/20
Quality of Life Committee: 11/04/20
Governing Body: 11/10/20

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico
Memorandum

DATE: August 24, 2020

TO: Alan Webber, Mayor

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer

FROM: Kyra Ochoa, Community Services Director

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community organizations, and city and county programs, which shares a vision that all Santa Fe City and County residents regardless of income have access to high quality health care and are linked to the resources they need for health and well-being. Navigators are community health workers, volunteers, or social workers who link people to services and resources in our community. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs, and improve individual and community health.

Non-medical needs such as secure housing, utilities, reliable transportation, nutritious food, and safe physical and social environments are key to health and well-being. CONNECT works with partners by breaking down communication and funding silos and fostering relationships between health and social service providers as well as those between residents seeking assistance and the navigators who guide them through the system. These relationships are the essence of CONNECT.

In January, 2018, the network included three Federally Qualified Health Clinics and eight nonprofit community service organizations and programs. In the following year and a half, the network grew and added an additional 14 community service organizations and had 60 navigators in all. As of July 2019, the City of Santa Fe joined the County as a partner, bringing twenty navigators from thirteen community organizations. This fall, family and youth-serving agencies funded through the Children and Youth Commission will increase the network to over 120 navigators in 70 programs at an array of agencies funded by the City and County.

Stakeholders meet regularly to define best practices and benchmarks for success in meeting social needs. All network navigators are linked by a common software platform called Unite Us, which they use to make referrals for services and goods in and out of network and which allows for on-line and in-real-time data sharing, communication and reporting.

The MOA formalizes and outlines the City County partnership going forward.

PROCUREMENT METHOD:
N/A.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202145.

FUNDING SOURCE:
N/A.

The funding source is:
Fund Name/Number: N/A.
Munis Org Name/Number: N/A.
Munis Object Name/Number: N/A.

ACTION REQUESTED:
Community Services respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202145**

Contractor: **Santa Fe County**

Description: **Memorandum of Agreement for coordinating health and human service provider navigation services through the CONNECT network.**

Contract ☐ Agreement ☉ Lease/Rent ☐ Amendment ☐

Term Start Date: **Upon Signature** Term End Date: **Indefinite**

☐ Approved by Council Date: _____

Contract / Lease: _____

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **N/A**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: _____

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **N/A**

Purchasing Officer Review: Sep 30, 2020 Date:

Comment & Exceptions: MOA

4. **Funding Source:** **N/A** **Org / Object:** **N/A**

Budget Officer Approval: Alexis Lotero Sep 30, 2020 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Kent DeYoung** Phone # **505-955-6568**

Email: **kddeyoung@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Memorandum of Agreement for navigation services through the CONNECT network

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A*

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

Department Requesting Community Services Staff Name Kyra Ochoa

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☒	All documentation presented to Committees
☐	☐	Other: _____

Kent DeYoung	Administrative Manager	08/24/2020
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Sep 30, 2020 10:09 MDT)		
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Signature: Geralyn Cardenas
Geralyn Cardenas (Nov 17, 2020 13:43 MST)

Email: gfcardenas@santafenm.gov

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

_____ Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-26 - 7:52:49 PM GMT

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: Horizons request- data consultant
Date: Tuesday, December 24, 2024 9:01:28 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Mon, Dec 23, 2024, 4:47 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The City of Santa Fe, Youth and Family Services Division, is seeking quotes for a data consultant. The scope of work includes the following:
>
> **Scope of Work:**
>
> 1. Meet with grantees to identify and plan how data collection, tracking and reporting will occur as part of the grantee contract requirements.
> 2. Provide training and ongoing support to HSC and CYC grant funded organizations with inputting data and submitting biannual reporting for their funded program, as well as other grantee identified needs.
> 3. Review biannual report submissions and compile information into a presentation and overview document to be share with commissioners and committee members. Information should highlight grantee quantitative and qualitative data, outcomes, challenges.
> 4. Participate in and provide updates to the Human Services Committee and Children

and Youth Commission on grantee biannual reports.

5. Assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state or regional data as part of the annual strategic planning process.
6. Work with grantees to develop target outcomes using the RBA framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators.
7. Assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
8. Attend meetings with City staff and community stakeholders.
9. Participate in Unite Us meetings on network standards, data collection and inputting data into Unite Us.
10. Provide feedback on CONNECT navigation protocols, and network standards.
11. Create and compile survey results administered to navigators about CONNECT to support with quality improvement/evaluation initiatives.
12. Create and compile survey results administered to grantees for Commission or Committee insight related to quality improvement, evaluation or other initiatives.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2025

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

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

PRODUCER	CONTACT NAME:	
AFFINITY INSURANCE SERVICES INC 1100 VIRGINIA DR STE 250 FORT WASHINGTON, PA 19034 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604
	E-MAIL ADDRESS: service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FIDELITY AND GUARANTY INSURANCE COMPANY	
INSURED ASPEN SOLUTIONS LLC 300 PASEO DE PERALTA STE 21 SANTA FE, NM 87501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 385864317280101 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		BIP-B0598278-25	02/28/2025	02/28/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED PER FORM ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION, CG D4 11.

CERTIFICATE HOLDER

CITY OF SANTE FE
200 LINCOLN
SANTA FE, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Renan M. Beltran

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Aspen Solutions Services Contract-Packet

Final Audit Report 2025-05-12

Created:	2025-05-08
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQJjP8K6MDFGqGk-siJBRT_0clYorzl3u

"Aspen Solutions Services Contract-Packet" History

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Agreement completed.

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CITY OF SANTA FE

The Purchasing Memo

Date: April 24, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director HHP

Subject: CONNECT 211 Call Center and Navigation Services

Vendor Name: United Way of North Central New Mexico

Munis Vendor Number: 9112

ITEM AND ISSUE:
Community Health and Safety Department Request for Approval of Professional Services Contract with United Way of North Central New Mexico for the Purpose of Operating the CONNECT 211 Call Center and Providing Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:
The FY25 Munis contract number is 3250542.

BACKGROUND AND SUMMARY:
The City of Santa Fe released Sole Source solicitation on January 17, 2025, to solicit proposals from organizations to operate the CONNECT 211 call center and to provide navigation services to individuals seeking services in Santa Fe via the CONNECT care coordination and navigation network.

CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all individuals in Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership for CONNECT, on November 10th, 2020, through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM.

The CONNECT 211 call center serves as the centralized communication center where individuals seeking assistance can call to request assistance in Santa Fe. When 211 is contacted, a bilingual navigator can provide requested information, or they can serve as a navigator and screen the individual for services and make appropriate referrals to more than 80 programs in Santa Fe.

CONNECT links people to services and resources via use of the city's identified closed loop referral management platform. More than 250 navigators are sending and responding to referrals across Santa Fe City and County. The

CONNECT 211 call center allows individuals who may not have access to a computer or the internet to access services and/or resources available in CONNECT.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Community Services Administration

Munis Org Name/Number: 1001001

Munis Object Name/Number: 510310

Budget Officer / Designee: Andy Hopkins **Date:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Sole Source

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT 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:

Procurement document: Sole Source Determination

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Professional Services Contract

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 1/13/2025 **Prepared By:** Christa Hernandez

Email: chernandez@santafenm.gov **Phone #:** 505-955-6728

Description of Goods/Service to be Procured (short title):
CONNECT 2-1-1 Call Center

Vendor Name: United Way of North Central New Mexico, Inc

Address: 2340 Alamo Ave SE (Suite 200)

City: Albuquerque **State:** New Mexico **Zip Code:** 87106

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Services

***Estimated Cost:** Up to $1,120,000 **Term of Contract:** Four (4) year(s) from award

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC.
320 individuals navigated

Conversion: To Contract **Org / Object:** 1001001 - 510310

Place checkmarks to affirm you agree and have included these documents:

☒ **The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.**
☒ **Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)**
☒ **If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.**

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

☒ There is only one source for the required service, construction, or item of tangible personal property.

☒ The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.

☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The scope of work for this procurement:
Provide call center services using the abbreviated telephone code 2-1-1 to Santa Fe City and County residents who are seeking resources. Screenings will be completed, and navigation services will be provided to at least 320 individuals over the four-year term. For those individuals who do not wish to be navigated to services, information about local resources will be provided to them.

Receive donations from the general public and/or allocated funding from Sante Fe City or Santa Fe County to go towards the CONNECT Wellness Fund.

Distribute funds to purchase approved flex fund purchases highlighted in the most recently updated CONNECT Standards and Protocols in reference to MOA #23-0009.

Receive referrals via Unite Us from CONNECT navigators for flex fund purchase requests.

Track donations and issue payments for approved flex fund purchases.

Compile and submit monthly reports on distributed payments for approved flex fund purchases.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

Consistent, reliable, well-trained staff: Staff who man the lines will be trained to provide information and or make appropriate referrals, as requested. The quality of interactions and referrals is monitored, and feedback, coaching, guidance and training is provided.

Appropriate wait- and response-time: Calls will be regularly monitored for metrics such as wait time, call completion, average call time, etc. and referrals made to Unite Us, to determine whether improvement is needed.

An accurate and relevant database of services and contacts based on caller needs: Call and website volume and referral data will be reported correctly and monitored for accuracy. Staff will be given timely guidance and feedback to address issues or concerns.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

United Way of North Central New Mexico's 211 program provides a unique service in communities by serving as a call center which individuals can call to seek resources. Incoming calls are answered by a bilingual navigator who is able to provide information to local resources, or who is able to screen for needs and make appropriate referrals to local providers.

211 staff are trained on the Unite Us platform which is utilized to make/send referrals. Staff are also familiar with the resources provided in Santa Fe and the providers who offer these services.

211 also receives donations made to the text to donate line and issues payment to the CONNECT navigation network when requests for items are needed for individuals being served.

4. **Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

United Way of North Central New Mexico's 211 program provides a unique service in Santa Fe County as it is the only vendor that is currently serving as a call center for the CONNECT navigation network. The text to donate line is also unique in that no other vendor is able to receive donations via text and disburse funds to individuals being served through CONNECT.

City of Santa Fe, New Mexico

Approvals:
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Jan 17, 2025

Department Approval by:

HENRI HAMMOND-PAUL (Jan 17, 2025 08:47 MST)

Henri Hammond- Paul, Community Health and Safety Department Director

Date: Jan 17, 2025

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Travis Dutton-Leyda

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 02/25/2025

United Way of North Central New Mexico
Serving Bernalillo, Sandoval, Santa Fe, Torrance, and Valencia counties

2340 Alamo Ave. SE, 2nd Floor
Albuquerque, NM 87106
Phone (505) 247-3671
Fax (505) 242-3576

www.uwncnm.org
LIVE UNITED.
Helping others since 1934

January 8, 2025

Ms. Christa Hernandez
City of Santa Fe Youth and Family Services Program Manager
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Christa:
United Way of North Central New Mexico proposes to continue operating the 211 Help Line in Santa Fe. 211 is an information and referral program connecting callers with human services. UWNCNM has a 41-year history providing this service. Usage increased tremendously in 2023 and 2024, reflecting both increased needs and efforts to inform the community about 211.

United Way is the sole provider of these services in nine counties of north central New Mexico, including Santa Fe. Our Community Navigators are certified in mental health first aid and Referral Certified by Inform USA. We maintain an accurate database of resources so callers receive up-to-date, relevant referrals. Navigators receive feedback on their performance and coaching on how to improve. Calls are monitored for quality control metrics such as wait time, call completion and average call time to determine whether improvement is needed.

211 Help Line Santa Fe County	2022	2023	2024	% increase
Calls answered	1,202	3,356	6,079	81%
Referrals	802	4,141	5,726	38%

Currently, one full-time, bilingual Community Navigator answers 211 calls for Santa Fe. We propose to increase that to two full-time positions to better respond to demand (one position funded through this contract at **$72,000** salary and benefits). With increased capacity, we anticipate supporting a minimum of 80 clients annually through this contract. The 'text-to-donate' software which allows individuals to donate to the CONNECT Wellness Fund (added at the request of CONNECT) is **$2,400** per year; funds raised support individuals being served through CONNECT. The balance of **$5,600** in this contract will be directed towards United Way's administrative expenses to run the program. United Way will raise additional funds to cover marketing, equipment, training and data collection totaling $99,650/year.

While not within the scope of this contract, we would like City Council to know that United Way of North Central New Mexico provides an additional service to 211 callers. Ride United provides free transportation to critical appointments. Residents without access to transportation can request a ride by calling 211 for needs related to health, food, housing, employment, education and legal services. In 2023-2024, Santa Fe residents received over 5,050 rides valued at $85,128.
Thank you for your consideration.
Sincerely,

Valerie Ingram
Chief Impact Officer

UWNCNM_SOLE_SOURCE_FORM_V3_2.9_.24_submitted

Final Audit Report 2025-01-17

Created:	2025-01-17
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
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2025-01-17 - 4:23:05 PM GMT

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MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Monday, February 17, 2025 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-25-CP027 - 30 Days

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your Sole Source #**50-M0087-25-CP027** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

UWNCNM_SOLE_SOURCE_FORM_V3_2.9_.24_submitted (1)

Final Audit Report 2025-02-25

Created:	2025-02-19
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVF2xqNjxaswIeCCpOF3aOhGVVXXmVnH3

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Item #: _____
Munis Contract #: __3250542___
Sole Source #: 50-M0087-25-CP027

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 **United Way of North Central New Mexico**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties ("Effective Date").

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-126; 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 Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. The Contractor shall operate the CONNECT 211 call center and provide resources and/or navigation services to individuals who reside in the Santa Fe area. CONNECT is a network of navigators at clinics, city and county programs, and community organizations that link people to services and resources. Services shall include:
   1. Operate and provide 211 call center services for the Santa Fe area and provide navigation services or requested resources to individuals seeking services or resources. The CONNECT 211 navigator(s) should be experienced, bilingual (English and Spanish preferred), and engage in continued educational opportunities on a regular basis to increase the navigator(s) professional qualifications.
      a. After hours and weekend calls will be addressed by United Way of North Central New Mexico's automated Interactive Voice Response (IVR) system. Voicemails will be responded to by a live agent within 24 hours.
   2. Hire, train and supervise CONNECT 211 navigator(s) at 0.75 FTE (32 hours per week, including salary, benefits, taxes and fees) to respond to calls and provide requested resources. When applicable, CONNECT 211 navigator(s) will screen for social determinants of health and make appropriate referrals via the city's designated care coordination system.
   3. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
   4. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.

5. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required CONNECT Social Needs, Evaluation and COVID-19 screening tool(s), and the city's designated care coordination system
6. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
7. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
8. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
9. Track and report on quarterly call volume. Reports on call metrics may be used to inform future staffing and hours for call center operations. Monthly reports should include:
    a. Total number of calls received
    b. Total number of inbound calls
    c. Total number of outbound calls
    d. Total number of voicemails left
    e. Busiest days of the week
    f. Busiest times per day
    g. Total number of referrals
    h. Count of referrals to resources
10. Provide resource data base, hardware, telephony and internet capabilities.
11. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
12. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
13. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
14. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
15. Attend regular meetings with City staff and community stakeholders, as needed or requested.

B. The Contractor may receive direct funding transfers via purchase voucher from the City of Santa Fe Youth and Family Services Division to support the CONNECT Wellness Fund pursuant to a Memorandum of Agreement (MOA) between United Way of North Central New Mexico, The City of Santa Fe and Santa Fe County. Services shall include:

1. Adhere to navigation protocols and Flexible Fund protocols identified in the CONNECT Standards and Protocols to serve as a payer of last resort for one-time expenses related to social determinants of health.
2. Submit a monthly flex fund report which identifies:
    a. Total amount of funds distributed
    b. Service provided (description of request by individual served)
    c. Receipt(s) reflecting funds were distributed
    d. Number of individuals served via the distributed funds
    e. Balance of the remaining funds

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to call center and navigation services for the City, as set forth in this Agreement. 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 based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to a minimum of 80 unduplicated individuals at $1,000.00 per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($320,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed **$320,000.00**, including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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 Agreement. 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 **four (4) years from the Effective Date, or four (4) years from July 1, 2025, whichever is later,** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

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 Agreement 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 Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement 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.

All terms and conditions of the **Sole Source Number** 50-M0087-25-CP027 CONNECT 211 Call Center and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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. **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.

C. 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: United Way of North Central New Mexico, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106, Rodney.Prunty@uwcnm.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 Agreement, 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 Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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 Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

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:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
United Way of North Central New Mexico

Rodney Prunty
Rodney Prunty (Apr 15, 2025 15:19 MDT)
_____
RODNEY PRUNTY, CEO

DATE: Apr 15, 2025

NMBTIN#: 01898868007

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

PSA - United Way of North Central NM 211 Call Center - Final

Final Audit Report 2025-04-16

Created:	2025-04-15
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA83GixMQ8BMnSxwzEIkqZaRybwbpj0cxr

"PSA - United Way of North Central NM 211 Call Center - Final" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
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Document emailed to rodney.prunty@uwcnm.org for signature
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Signer rodney.prunty@uwcnm.org entered name at signing as Rodney Prunty
2025-04-15 - 9:19:47 PM GMT- IP address: 73.127.168.246

Document e-signed by Rodney Prunty (rodney.prunty@uwcnm.org)
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Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
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Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2025-04-16 - 1:22:09 AM GMT - Time Source: server- IP address: 174.243.244.6

Agreement completed.
2025-04-16 - 1:22:09 AM GMT

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UNITWAY-02 LMANN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2024

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

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

PRODUCER
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member
4333 Pan American Fwy NE, Suite A
Albuquerque, NM 87107

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 247-0444 FAX (A/C, No): (505) 243-1505
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	26301
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
United Way of North Central New Mexico
2340 Alamo Ave SE
Fl 2
Albuquerque, NM 87106--3820

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			S 2566214	8/26/2024	8/26/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						ABUSE OR MOLEST	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2566214	8/26/2024	8/26/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			S 2566214	8/26/2024	8/26/2025	AGGREGATE	$
	DED X RETENTION $ 0						Aggregate	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		0096511.109	8/26/2024	8/26/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Crime (Includes Burg			S 2566214	8/26/2024	8/26/2025		
A	Directors & Officers			MY 1032456	8/31/2024	8/31/2025		

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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United Way of North Central NM Sole Source Packet

Final Audit Report 2025-04-24

Created:	2025-04-24
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACnzCnx9oFWU25ngWHDLEoZVOjj1PWS1d

"United Way of North Central NM Sole Source Packet" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
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Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-04-24 - 10:05:25 PM GMT- IP address: 104.156.39.164

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-04-24 - 10:06:01 PM GMT - Time Source: server- IP address: 104.156.39.164

Agreement completed.
2025-04-24 - 10:06:01 PM GMT

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Date: June 10, 2025

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life Committees

Via: Johanna Nelson, Director, Office of Economic Development

From: Terry Lease, Asset Development Manager, Office of Economic Development
Nina Nguyen, Asset Development Associate, Office of Economic Development

Subject: Amendment #2 to Lease Agreement between City of Santa Fe and Challenge New Mexico to Assign the Agreement to The Life Link

Vendor Name: Challenge New Mexico and The Life Link

Vendor Number: 1333 (CNM) and 1340 (TLL)

ITEM AND ISSUE:
The Office of Economic Development, Asset Development, respectfully requests your review and approval of Amendment #2 to the City of Santa Fe Amended Lease Agreement (574384) dated February 18, 1987, (the "Agreement"), as amended, between the City of Santa Fe and Challenge New Mexico" to, among other things, assign the Agreement to The Life Link. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov).

CONTRACT NUMBER:
The Original Lease Number is 574384, as amended.

BACKGROUND AND SUMMARY:
In 1983 the City of Santa Fe ("City") was the sole owner of a tract of land known as Disposition Parcel D-73-3, currently identified as 631, 633 and 635 Agua Fria Street, Santa Fe, New Mexico. In 1983 the City and Challenge New Mexico ("Lessee"), a New Mexico non-profit corporation formerly known as the Santa Fe Association for Retarded Citizens, entered into a lease agreement for land ("1983 Lease Agreement"), which allowed Lessee to build "group homes for the mentally and physically handicapped." Under the terms of Ordinance No. 48, 1985, the City deeded a portion of Disposition Parcel D-73-3,

identified as 631 Agua Fria, to Lessee; leaving the City as sole owner of the land only identified as 633 & 635 Agua Fria.

On February 18, 1987, the City and Lessee entered into the Agreement that replaced the 1983 Lease Agreement and provided for Lessee's continued occupancy of the City owned land (633 & 635 Agua Fria). Currently, Lessee owns three residential structures, two on the City owned land (633 and 635 Agua Fria) that is the subject of the Agreement and one on Lessee owned land (631 Agua Fria).

The termination date of the Agreement is September 30, 2042 (60-year lease) and the rent is set at one dollar per year. Improvements on the land were financed by a Housing and Urban Development mortgage to serve the developmentally disabled.

Lessee's mission has transformed over the years and they now focus on providing therapeutic horseback riding opportunities for people with special needs and disabilities; it is no longer Lessee's mission to provide group home living situations for the disabled community. As a result, Lessee now desires to sell and transfer the improvements that were erected on the City owned land, as well as all assets owned by Lessee on Agua Fria Street, to The Life Link, who has funding to renovate and rehabilitate the now unoccupied improvements.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

$$$$$ SOURCE/REVENUE: ☐**Expense** ☒**Revenue**

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins **Date:** 06/10/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: N/A - Exempt **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT 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:

Amendment 2
Insurance Certificate
Real Property Determination
Amendment 1 + Amended Lease Agreement

CITY OF SANTA FE

AMENDMENT #2 TO AMENDED LEASE AGREEMENT

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended Lease Agreement (574384) dated February 18, 1987, (the "Agreement"), as amended, is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico ("City") and CHALLENGE NEW MEXICO, a New Mexico nonprofit corporation ("Lessee").

WHEREAS, The City and Lessee are parties to the Agreement under which Lessee leased that certain tract of unimproved land located in the City of Santa Fe, County of Santa Fe, New Mexico, known as Disposition Parcel D-73-3 and currently bearing the street address of 631, 633 and 635 Agua Fria Street; and

WHEREAS, Under the terms of the Agreement Lessee was permitted to erect improvements on the leased property; and

WHEREAS, In 1985, under the terms of a 1983 lease between the parties, the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A (633 & 635 Agua Fria); and

WHEREAS, on July 27, 2022 the parties amended the Agreement to update Lessee's business name and update the status of a sublease; and

WHEREAS, Lessee desires to sell and transfer the improvements that were erected on the leased property to The Life Link who has funding to renovate and rehabilitate the improvements; and

WHEREAS, on May 22, 2025, the City received a letter signed by both the Lessee and The Life Link requesting the assignment of the Agreement to The Life Link ("Assignee").

AMENDMENT:

Pursuant to Article 16 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Lessee agree that the Agreement is amended as follows:

1. Section 2 (Term of Lease) of the Agreement is hereby amended to delete the following;

   "…..of group homes for the mentally and physically handicapped citizens…"

2. City, as Lessor, hereby gives its written consent as provided for in Section 4 (Use of Leased Premises), for Lessee to use or permit the Leased Premises or any part thereof to be used for purposes other than group homes for the mentally and physically handicapped.

3. Section 11 (Right to Sublease) of the Agreement is hereby deleted in its entirety and replaced with the following:

11. **SUBLEASE, ASSIGNMENT OR TRANSFER**

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

4. The City hereby approves of the assignment of the Agreement as provided for in Section 11 (Sublease, Assignment or Transfer), by Lessee ("Assignor") to The Life Link, a New Mexico non-profit organization ("Assignee"). The assignment is contingent upon the City receiving confirmation of the sale and transfer of Lessee's improvements on the leased property to Assignee as evidenced by a deed duly recorded in the Office of the County Recorder.

5. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Agreement, including any and all prepaids and other rights or entitlements of Lessee under the Agreement, subject to all of the terms, covenants, conditions and provisions of the Agreement. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Agreement. Assignee agrees to be bound by each and every provision of the Agreement as if it had executed the same.

6. Contingent upon the City receiving confirmation of the sale and transfer of Lessee's improvements on the leased property to Assignee as evidenced by a deed duly recorded in the Office of the County Recorder, Lessee's contact in Section 18 (Correspondence) of the Agreement is hereby deleted and replaced with the following:

LESSEE:
The Life Link
Attn. Executive Director
2325 Cerrillos Rd.
Santa Fe, NM 87505

Except as specifically provided in this Amendment #2, the Agreement shall remain in full force and effect, in accordance with its terms.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the dates set out below.

LESSOR: CITY OF SANTA FE

ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 6, 2025 09:08 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

Emily K. Oster 6/13/2025

EMILY OSTER, FINANCE DIRECTOR
Object Org. Code 2122800-460150

LESSEE/ASSIGNOR: CHALLENGE NEW MEXICO

Carlos Caceres (Jun 6, 2025 05:42 MDT) 06/06/2025

CARLOS CACERES, EXECUTIVE DIRECTOR

ASSIGNEE: THE LIFE LINK

06/06/2025

MICHAEL DEBERNARDI, CEO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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

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

PRODUCER	CONTACT NAME: Marcella Nellist	
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Premier Insurance Com	13675
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	INSURER B : ACE Property and Casualty Insura	20699
	INSURER C : Ace American Insurance Company	22667
	INSURER D : Travelers Casualty and Surety	19038
	INSURER E :	
	INSURER F :	

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 38769 (20) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			SVRD37800545003	11/30/2024	11/30/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Empl Benefits Liab	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CALH0861555A003	11/30/2024	11/30/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6145.135	11/27/2024	11/27/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			OGLG25507411003	11/30/2024	11/30/2025	Limit Occ/Aggregate	$ 1M/3M
D	Crime			105649125	11/30/2024	11/30/2025	Employee Theft	$ 400,000

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NGUYEN, NINA A.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, September 29, 2023 9:31 AM
To: NGUYEN, NINA A.
Subject: RE: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

Hi Nina, I don't need to see items associated with Real Property.

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

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

From: Adobe Acrobat Sign on behalf of Nina Nguyen
Sent: Wednesday, September 27, 2023 7:48 AM
To: DUTTON-LEYDA, TRAVIS K.
Subject: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CITY OF SANTA FE

AMENDMENT#1 TO AMENDED LEASE AGREEMENT

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended Lease Agreement dated February 18, 1987, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and the CHALLENGE NEW MEXICO, a New Mexico nonprofit corporation ("Lessee") shall be effective as of the date of the last signature ("Effective Date").

RECITALS:

A. The City and Lessee are parties to the Agreement under which Lessee leased that certain tract of unimproved land located in the City of Santa Fe, County of Santa Fe, New Mexico, known as Disposition Parcel D-73-3 and currently bearing the street address of 631, 633 and 635 Agua Fria Street; and

B. Under the terms of the Agreement Lessee was permitted to erect improvements on the leased property; and

C. In 1985, under the terms of a 1983 lease between the parties, the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A 9 633 & 635 Agua Fria; and

D. Lessee's name changed from the Santa Fe Association for Retarded Citizens to the Santa Fe Association for Developmental Disabilities as evidenced by that certain Certificate of Amendment 3029295 dated April 17, 1990, issued by The State Corporation Commission of New Mexico; and

E. Lessee's name changed again from the Santa Fe Association for Developmental Disabilities to Challenge New Mexico as evidenced by that certain Certificate of Amendment 3070182 dated January 8, 1993, issued by The State Corporation Commission of New Mexico; and

F. The parties wish to amend the Agreement to update Lessee's name and update the sublease status.

AMENDMENT:

Pursuant to Article 16 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Lessee agree that the Agreement is amended as follows:

1. All references to "Santa Fe Association for Retarded Citizens" in the Amended Lease Agreement are hereby deleted and replace with "Challenge New Mexico."

2. Exhibit "C" in Paragraph 11 (Right to Sublease) is hereby deleted and replaced with a new Exhibit "C" attached hereto.

3. The Lease and Sublease entered into on June 1, 1985, by and between Lessee and New Vistas, referenced in the last sentence in Paragraph 11 (Right to Sublease) terminated on June 30, 1989. The last sentence in Paragraph 11 is hereby deleted and replaced with the following:

4. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or void the Sublease Agreement by and between Challenge New Mexico and High Desert Housing, Inc. entered into on February 1, 2022. See Exhibit "C" attached and made a part hereof.

5. "Lessee" and "Lessor" names and addresses in Paragraph 18 (Correspondence) of the Amended Lease Agreement are hereby deleted and replaced with the following:

LESSOR:
City of Santa Fe
Attn. City Manager
P.O. Box 909
Santa Fe, NM 87504

LESSEE:
Challenge New Mexico
Attn. Elissa Ulibarri
74 Caja Del Rio Rd.
Santa Fe, NM 87507

Copy to:
City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, NM 87504

Except as specifically provided in this Amendment #1, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the dates set out below.

LESSOR: CITY OF SANTA FE

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELSIC, CITY CLERK
GB MTG 07/27/2022

APPROVED AS TO FORM:

Andrea Salazar
Andrea Salazar (May 31, 2022 14:14 MDT)
ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

Alexis Lotero
Alexis Lotero (Jul 28, 2022 16:03 MDT)
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR
Object Org. Code 2122800-460350 AH
AH

LESSEE: CHALLENGE NEW MEXICO

By: ELISSA ULIBARRI, PROGRAM DIRECTOR

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29 day of April 2022, by Suzanne Gurulé.

Suzanne Gurulé
Notary Public

My commission expires: 7-26-2024

OFFICIAL SEAL
SUZANNE GURULE
Notary Public
State of New Mexico
My Comm. Expires 7-26-24

EXHIBIT "C"

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made effective as of February 1, 2022, by and between Challenge New Mexico ("Tenant"), and High Desert Housing, Inc. dated February 1, 2022 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. The Tenant now desires to sublet the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant 4 bedroom duplex with studio located at 631 Agua Fria, Santa Fe, New Mexico 87505 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on February 1, 2022 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates January 31, 2023. Subtenant's tenancy will terminate on January 31, 2023, unless Landlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of $1.00 per month, payable in advance on the first day of each month, for a total sublease payment of $50.00. Sublease payments shall be made to Tenant at 74 Caja Del Rio Rd. Santa Fe, New Mexico 87507, which may be changed from time to time by Tenant.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

Challenge New Mexico
74 Caja Del Rio Rd
Santa Fe, New Mexico 87507

SUBTENANT:

High Desert Housing, Inc.
1001 Valencia SE #103
Albuquerque, New Mexico 87108

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of New Mexico.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

TENANT

By: _____ Date: 2-15-2022
Challenge New Mexico

SUBTENANT

By: _____ Date: 2/15/2022
High Desert Housing, Inc.

633 635 Agua Fria

574384

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT, amends that certain Lease entered into by and between the City of Santa Fe and the Santa Fe Association for Retarded Citizens, dated June 29, 1983. See Exhibit "A", attached and made a part hereof. This Amended Lease Agreement executed in quadruplicate at Santa Fe, New Mexico this 18th day of February, 1987, by and between the City of Santa Fe, New Mexico, a municipal corporation, hereinafter called "Lessor", and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee", WITNESSETH:

1. Property Leased. For and in consideration for the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

> Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.
>
> All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Courthouse, December 21, 1979, Reception No. 451.186.

Excepting that portion of real estate containing an area of 7583 square feet more or less which is more particularly described in the Amended Warranty Deed filed for record on January 27, 1986 and duly recorded at the County Clerk's Office, Santa Fe County, New Mexico in Book 541, Page 701, and as provided in City of Santa Fe Ordinance No. 1985-48 . Attached and made a part hereof as Exhibit "B".

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of October, 1982, and expiring at midnight on the 30th day of September, 2042, provided, however, that in the event that Lessee does not commence construction of group homes for the mentally and physically handicapped citizens within one year from June 29, 1983 the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally and physically handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within ninety (90) days after such termination. All other removable improvements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the

property of Lessee and may be removed by it, in whole or in part, within ninety (90) days days after termination of this lease, unless they are subject to a landlord's lien.

6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer. The Lessor shall not be liable for any failure of water supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem, satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefor against all of Lessees property on the premises.

8. Termination of Lease. Lessee shall at the termination of this lease by lapse of time or otherwise, surrender up the leased premises in good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated, whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's Right of Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof, at all reasonable hours for the purpose of examining the

leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Right to Sublease. Lessee may continue to occupy the premises for any of its purposes or may sublet subject to the written approval of Lessor, which written approval shall not be unreasonably withheld. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or avoid the Lease and Sublease Agreement by and between Santa Fe Association for Retarded Citizens and New Vistas, entered into on June 12, 1985. See Exhibit "C" attached and made a part hereof.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's

agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement. The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended except by instrument in writing, executed by the parties hereto.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to and inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

LESSEE	LESSOR
Mr. Robert Stearns, Executive Director The Santa Fe Assn. for Retarded Citizens P. O. Box 4044 Santa Fe, New Mexico 87502-4044	Mr. Thomas E. Baca, City Manager City of Santa Fe P. O. Box 909 Santa Fe, New Mexico 87504-0909

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY: _____
THOMAS E. BACA, CITY MANAGER
LESSOR

SEAL

_____
FRANCES C. ROMERO, CITY CLERK

THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS

BY: _____
EXECUTIVE DIRECTOR
LESSEE

APPROVED AS TO FORM:

_____
JAMES C. McKAY, CITY ATTORNEY

mgr:pag

57439.

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Subscribed, sworn to and acknowledged before me by Thomas E. Baca, as City Manager on behalf of THE CITY OF SANTA FE, a municipal corporation, on this 18th day of February, 1987.

M. Gail Loach
Notary Public

My commission expires:
2/14/87

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Subscribed, sworn to and acknowledged before me by Robert E. Stearns, as Executive Director on behalf of THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS, a New Mexico non-profit corporation, on this 18th day of February, 1987.

M. Gail Loach
Notary Public

My commission expires:
2/14/89

516,415

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 23 day of Feb A.D. 19 87 at 2:25 o'clock PM. and was duly recorded in book 324, page 384 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
Virginia Montoya
D.

-8-

MD5756

574392

LEASE AGREEMENT

THIS LEASE, executed in quadruplicate at Santa Fe, New Mexico, this 29TH day of JUNE, 1983, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation, hereinafter called "Lessor," and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee," WITNESSETH:

1. Property Leased. For and in consideration of the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

> Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.
>
> All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Court House, December 21, 1979, Reception No. 451.186.

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

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LEASE AGREEMENT

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2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

day of Septemb , 2042, provided, however that in the event that Lessee does not commence construction of group homes for the mentally handicapped citizens within one 574394 year from the date of this agreement the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within fifteen (15) days after such termination. All other removable inprovements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the property of Lessee and may be removed by it, in whole or in part, within fifteen (15) days after termination of this lease, unless they are subject to a landlord's lien.

6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer.

The Lessor shall not be liable for any failure of water supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefore against all of Lessees property on the premises.

8. Termination of Lease. Lessee shall at the termination of this lease by lapse of time or otherwise, surrender up the leased premises on good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time

be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated, whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee, does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's right-of-Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof,

at all reasonable hours for the purpose of examining the leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Lessee's State Funding Loss. It is understood between the parties that the Lessee intends to enter into an arrangement with Klotsche properties, Inc., and C. L. Brown, their successors or assigns whereby Klotsche and Brown will borrow funds and construct buildings on the leased premises, and lease said buildings to the Lessee. If at any time prior to the time the initial first mortgage is or would have in the ordinary course been paid off, Lessee loses its funding from the State of New Mexico or its funding is diminished to the point where it cannot operate the group homes, at Lessee's option the land shall be appraised by an appraiser appointed mutually by the parties, and Lessee shall thereafter pay annually as rent a sum equal to Ten Per Cent (10%) of such appraised value. Lessee may continue to occupy the premises for any of its exempt purposes or may sublet subject to approval of Lessor, which approval shall not be unreasonably withheld. This right to sublet and the subletting of the premises shall terminate at such time as the first mortgage is, or would, in the ordinary course, be paid off, whichever is sooner.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term,

peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby convenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement. The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated

for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended by instrument in writing, executed by the parties.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to ~~the~~ AND inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

LESSEE	LESSOR
Mr. Robert Stearns, Executive Director The Santa Assoc. for Retarded Citizens P.O. Box 4044 Santa Fe, NM 87502	City of Santa Fe P.O. Box 909 Santa Fe, NM 87501

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

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IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY: _____
MAYOR DOUGLAS R. MONTANO
LESSOR

ATTEST:

_____
CITY CLERK, HELEN TRUJILLO

THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS

BY: _____
EXECUTIVE DIRECTOR
LESSEE

APPROVED AS TO FORM:

_____
FRANK COPPLER, CITY ATTORNEY

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO) 5/9,985
I hereby certify that this instrument was filed for record on the 8th day of July A.D., 19 83 at 9:35 o'clock A m., and was duly recorded in book 466 page 352 of the records of Santa Fe County.
Witness my Hand and Seal of Office
ANGIE VIGIL PEREZ
County Clerk, Santa Fe County, N.M.

_____ Deputy

574401

City of Santa Fe, New Mexico

ORDINANCE NO. 48 , 1985

AN ORDINANCE

DEEDING A PARCEL OF CITY OWNED LAND TO THE SANTA FE SERVICES FOR THE HANDICAPPED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The Deed attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. This Ordinance shall be effective seventy days after the date of adoption, unless a referendum election is held pursuant to Section 3-54-1 NMSA 1978, as amended.

Section 3. This Ordinance shall be published as required by Section 3-17-3 NMSA 1978, and such publications shall contain the following information:

A. the City of Santa Fe shall sell .17 acres;

B. the appraised value of said property is $40,000.00;

C. payment shall be made in full at closing;

D. the amount of the sale is $1.00;

E. the purchaser is Santa Fe Services for the Handicapped, a non-profit organization; and

F. the purpose of the sale is for the construction and operation

of a home for the sick and indigent developmentally disabled and handicapped persons.

PASSED, APPROVED and ADOPTED this 25th day of September, 1985.

Louis P. Montano, Mayor

ATTEST:

Jan H. Lynch, City Clerk

Approved as to form:

Lauren Marble, City Attorney

cbs

Signature:

Email: tjlease@santafenm.gov

Signature: Johanna Nelson (Jun 10, 2025 15:33 MDT)

Email: jcnelson@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Director EC

Subject: RTA Fleet Management Software for City of Santa Fe

Vendor Name: Ron Turley Associates Inc

Munis Vendor Number: 10932

ITEM AND ISSUE:

Request for Approval of a Five (5) Year Agreement to Support an Enterprise-Wide Approach to Fleet Management Solutions with Ron Turley Associates Inc in the Total Amount of $901.820.13. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250606.

BACKGROUND AND SUMMARY:

The need for a comprehensive Fleet Management software arose when multiple fleet departments independently requested different software solutions tailored to their specific operational needs. Historically, each of the seven departments managed their fleet-related documents and data within our legacy system, Enterprise 1 (E1). However, as E1 aged and became increasingly inefficient for modern fleet operations, departments began to abandon it in favor of manual, paper-based processes.

This transition to pen and paper introduced several inefficiencies, including difficulties in tracking vehicle maintenance, compliance issues, data loss risks, and overall operational slowdowns. Without a centralized, digital solution, departments struggled with inconsistencies, redundant data entry, and a lack of real-time insights into fleet performance and asset utilization.

Recognizing these challenges, leadership saw an opportunity to consolidate the needs of all fleet departments into a single, modernized Fleet Management software. This new solution would streamline workflows, ensure data accuracy, and improve accessibility across departments while eliminating the inefficiencies of both the outdated legacy system and the manual tracking methods.

FUNDING SOURCE:

Fund Name/Number: Various funds

Munis Org Name/Number: Various orgs

Munis Object Name/Number: Various objects

Budget Officer / Designee: ALEXIS LOTERO (Jun 5, 2025 11:26 MDT) **Date:** 06/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 06/09/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria (May 27, 2025 19:05 MDT) **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:

Information Technology Contract

Sourcewell Cooperative Contract #102924-RTA

5 Year Quote

Certificate of Insurance

W9

Item #: _____
Munis Contract #: _____
Sourcewell Cooperative Contract #: 102924-RTA

CITY OF SANTA FE

INFORMATION TECHNOLOGY & TELECOMMUNICATIONS

INFORMATION TECHNOLOGY CONTRACT

This Information Technology Contract ("Contract") is entered into by and between the **City of Santa Fe** ("City"), through its Governing Body and the Information Technology & Telecommunications Department, and **Ron Turley Associates, LLC DBA RTA** ("Contractor"). The City and Contractor are collectively referred to as the "Parties." This Contract is intended to support an enterprise-wide approach to Fleet Management solutions across all City departments. As Fleet Management is the principal objective, this Contract will prioritize fleet- related Information Technology solutions while still supporting other IT needs. While administered by the Information Technology & Telecommunications (ITT) and Fleet departments, it is available for use by all City departments to enhance efficiency and integration of Fleet Management and IT services. While administered by the Information Technology & Telecommunications (ITT) and Fleet, it is available for use by all City departments to enhance efficiency and integration of IT services.

WHEREAS, this Contract is established in accordance with the **New Mexico Procurement Code**, NMSA 1978, Section 13-1-28 et seq., pursuant to NMSA 1987, Section 13-1-135, which authorizes cooperative procurement;

WHEREAS, this Contract is the controlling agreement between the Parties and shall take precedence over any conflicting terms in **Sourcewell Contract** 102924-RTA, **Sourcewell RFP 020221**, and Contractor's response to the RFP, which are incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

A. "Acceptance," "Accept," or "Accepted" means the approval, following Quality Assurance, of all the Deliverables by the City's staff.
B. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
C. "Change Request" means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
D. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential City or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City or any other State office or department as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly

disclosed by the City or the State, the pricing, payments, and terms and conditions of this Contract, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by the City, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

E. "Contract Managers" means a Qualified Persons designated by the City who is responsible for all aspects of the administration of this Contract. Under the terms of this Contract, the Contract Manager will be Patrick A. Lucero r his/her Representative.

F. "Data" means a compilation, body, set or sets, of discrete information gathered by The City and/or Contractor which the City owns and/or controls and which concerns, and may be utilized or manipulated by the City and/or Contractor, to further the City's governmental interests, role and mission. Data includes, but is not limited to, the City's information, whether stored in one or more databases, Confidential Information and other internal information which affects or may affect the City's ability to further its objectives.

G. "Default" means a violation or breach of this Contract by a Party's either: (1) failing to perform one's own contractual obligations hereunder, or (2) by interfering with the other Party's performance of its obligations hereunder.

H. "Deliverable" means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to the City according to the Scope of Work.

I. "ITT CIO" means ITT's Department Director.

J. "Employees" means stockholders, directors, officers, employees and agents.

K. "Escrow" means a legal document (such as Source Code) delivered by Contractor to a third-party escrow agent ("Escrow Agent") and held by Escrow Agent until the City Accepts one or more the Deliverables; in the event Contractor Defaults this Contract, the City will receive the legal document, e.g., Source Code, from Escrow Agent.

L. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable's utility, efficiency, functional capability, or application ("Utility"). An error correction is not an Enhancement unless the Deliverable's Utility is improved in Contractor's process of making the error correction.

M. "GRT" means New Mexico gross receipts tax.

N. "Intellectual Property (IP)" means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Contract each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Contract ("Pre-Owned IP"). Intellectual Property that Contractor creates during Contractor's performance of work hereunder will be deemed work made for hire ("Work Made for Hire"). The City will be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the City's Pre-Owned IP. Together, all combinations of the City's Pre-Owned IP and Work Made for Hire will comprise "Department IP."

O. "Independent Verification and Validation ("IV&V")" means the process whereby the City retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor's performance of the Project and to determine Contractor's compliance with the requirements stated in the

Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.

P. "Know How" means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.

Q. "Payment Invoice" means each of Contractor's detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to the City. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor's actual charge, for each Deliverable.

R. "Performance Bond" means a surety bond which guarantees against Contractor's Default as well as Contractor's full performance of its obligations hereunder.

S. "Project" means the sum of Contractor's efforts necessary to produce and deliver the Deliverables to the City according to the Scope of Work. The title for this Project is RTA Fleet Management Information Software.

T. "Project Manager" means a Qualified Person appointed by the City who oversees and manages Contractor's efforts to produce and deliver the Deliverables to the City. The Project Manager for this Project is Lorraine Nobesor her Representative.

U. "Qualified Person" means a person who has demonstrated experience performing and completing activities and tasks like the Project.

V. "Quality Assurance" or "Quality Assurance Review" means the planned and systematic pattern of rules, measures, procedures and process established by the City to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.

W. "Representative" means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party's primary contact person is unavailable.

X. "Scope of Work" or "SOW" means the statements of Purpose and the Deliverables attached to this Contract as Exhibit "A."

Y. "Service" or "the Services" means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.

Z. "State" means the State of New Mexico.

AA. "State Purchasing Agent (NMSPA)" means the New Mexico State Purchasing Agent or his/her Representative.

BB. "Software" means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. "Third Party Software" means software owned by third parties which is utilized by Contractor and/or the City hereunder.

CC. "Software Maintenance" means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.

DD. "Turnover Plan" means the written plan developed by Contractor and approved by the City to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to the City or to a third party.

ARTICLE 2 – SCOPE OF WORK

A. The Scope of Work. The Scope of Work, or "SOW" attached hereto as "Exhibit A," is incorporated into this Contract as if fully set forth herein. The SOW governs Contractor's production and delivery of the Deliverables to the City. The Parties may amend the SOW by executing mutually agreed upon written amendments. In the event a conflict of terms exists between this Contract and the SOW, the terms of this Contract will govern.

B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, the City may declare Contractor to be in Default hereunder. In the event the City declares Contractor to be in Default, the City will give written notice to Contractor describing the Default and will specify a reasonable period during which Contractor will remediate the Default. Contractor will then give the City a written response that advises the City concerning the measures Contractor will take to cure the Default as well as Contractor's proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent the City from exercising the City's rights pursuant to Article 6 or Article 16, below.

C. The due dates for Contractor's delivery of the Deliverables to the City will not be altered or waived by Contractor.

D. The City's Rights.

1. Applicable. The Parties agree that this is an agreement pertaining only to professional services and receiving the prior written approval of the City's project manager or designated representative ("Representative"). An amendment to this Contract is not required if a change in a Deliverable due date does not extend the overall term of this Contract.
2. Protection of Proprietary Rights. Contractor will reproduce and attach the City's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for the City, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables. Upon cancellation or termination of this Agreement, Contractor will provide a system backup which will be made available for download by City.
3. Protection of Data. Contractor will protect and safekeep all the City's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect the City's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while the City's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. Any and all the City's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is the City's sole and separate property and inures to the City's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce the City's Data in any

manner, or provide of the City's Data to any third party absent the City's prior written authorization.

ARTICLE 3 - COMPENSATION

Acceptance and Payment

A. Compensation Schedule. The City will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.

B. Payment. The total compensation hereunder will not exceed nine hundred one thousand, eight hundred twenty dollars and thirteen cents (**$901.820.13)** including New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that the City pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify the City before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will the City pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Contract being amended in writing prior to Contractor's continued delivery of the Deliverables.

The City will pay Contractor upon the City's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). The City will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with NMSA 1978, Section 13-1-158, the City will tender payment to Contractor within thirty (30) days of the date of the City's 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. Contractor's Payment Invoices received by the City later than fifteen (15) days after the termination of this Contract WILL NOT BE PAID.

C. Taxes.

Contractor may be reimbursed by the City for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. The Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold the City harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond.

Not Applicable. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

A. Submission of Payment Invoice. Upon completion and delivery of each Deliverable, Contractor will submit an invoice for payment ("Payment Invoice") with the Deliverable, or a description of the Deliverable, to Representative. Each Payment Invoice will be submitted for the full Deliverable price stated in Paragraph 4. C., below, or a portion of the full Deliverable price, pursuant to the Scope of Work, Exhibit A.

B. Acceptance. In accord with NMSA 1978, Section 13-1-158; Representative will determine if the Deliverable provided by Contractor meets the City's specifications. No payment will be made by the City for a Deliverable until Representative delivers a written acceptance of the Deliverable to Contractor on the City's behalf. To accept the Deliverable, Representative will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that Deliverable:

1. Complies with the requirements stated in the Scope of Work, Exhibit A, attached hereto; and
2. Fully complies with the terms of this Contract.

If a Deliverable is accepted by the City, Representative will notify Contractor of the City's acceptance, in writing, within fifteen (15) business days from the date Representative receives the Deliverable. The City will then pay Contractor's submitted invoice according to the State of New Mexico procurement rules.

C. Rejection. Unless Representative gives written notice to Contractor of the City's rejection within the fifteen (15) day business day acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed by Representative to be rejected according to the City's quality assurance requirements ("Quality Assurance"), fifteen (15) days from the date Representative receives the Deliverable(s) and Contractor's accompanying Payment Invoice, Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of Representative's comments, Contractor will have ten (10) business days to resubmit the Deliverable to Representative with all appropriate corrections or modifications made and/or addressed. Representative will then determine whether the Deliverable is acceptable and provide a written determination to Contractor as soon as possible, but within no more than fifteen (15) business days of Representative's receipt of the revised or amended Deliverable. If the Deliverable is still deemed unacceptable and is thus rejected, Contractor will be required to provide a remediation plan that will include a timeline concerning Contractor's proposed corrective measures to Representative. Contractor will also be subject to any and all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Contract and that may be available to the City at law or equity.

1. Compensation Schedule

A. The City will pay Contractor the price of the Deliverable stated in the Scope of Work, Exhibit A; and **excluding** gross receipts tax.

B. The City will pay Contractor upon receipt of Contractor's Payment Invoice, together with a detailed statement of account concerning the Deliverable and any additional expenses incurred hereunder, and as previously agreed by the Parties in writing. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Contract. Invoices received by the City after the termination date WILL NOT BE PAID.

C. The total compensation under this Contract will not exceed nine hundred one thousand, eight hundred twenty dollars and thirteen cents (**$901,820.13)** including New Mexico gross receipts tax, consistent with paragraph 2A, above, and paragraph 3B, below.

2. Taxes

A. Contractor is solely responsible to pay all taxes that accrue for any monies that Contractor receives from the City pursuant to this Contract.

B. The New Mexico gross receipts tax levied on the amounts payable under this Contract **will** be paid by the City to Contractor.

3. Term

This Contract shall not become effective until it is fully executed and approved by the City. Unless earlier terminated in accordance with Paragraph 5 (Termination), the term of this Contract shall be five (5) years from the date of final signature. The City may extend the term of this Contract if RTA's Sourcewell Master Agreement is extended beyond the initial five-year term; however, in total, the City's Contract may not exceed the total number of years that the Sourcewell Master Agreement remains in effect, as allowed by NMSA 1978, Section 13-1-150.

4. Termination

A. General. This Contract may be terminated by either of the Parties upon written notice delivered to the other Party at least ten (10) days prior to the intended date of termination.

B. Appropriations. By the City, if required by changes in State or Federal law, or because of Court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico Legislature for the performance of this Contract. The City's determination concerning whether sufficient appropriations are currently available will be accepted by Contractor and the City's determination will be final. If the City terminates this Contract pursuant to this subsection B, the City will use its best efforts to provide Contractor written notice of such termination at least thirty (30) business days prior to the effective date of the termination.

C. Notice; City's Opportunity to Cure.

1. Except as otherwise provided in Paragraph 4.C.3, below, the City will give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor will give the City written notice of termination at least thirty (30) days prior to Contractor's intended date of termination, which notice will (i) identify all of the City's material breaches of this Contract upon which Contractor's termination is based and (ii) state the specific measures the City must perform to cure such material breaches. Contractor's notice of termination will only be effective (i) if the City fails to 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 Contractor of its intent to cure and begin its due diligence to cure the material breach.
3. Notwithstanding the foregoing, the City may terminate this Contract immediately upon written notice to Contractor (i) if Contractor becomes unable to deliver the Deliverables, as determined by Representative; (ii) if, during the term of this Contract, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Contract is terminated pursuant to Paragraph 4.B, above.

D. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination will be to pay Contractor for accepted Deliverables delivered prior to Contractor's receipt or issuance of a notice of termination; provided however, that a notice of termination will not nullify or otherwise affect either Party's liability for pre-termination defaults under, or breaches of, this Contract. Contractor will submit an invoice for all Deliverables and Contractor's other services performed, if any, prior to the termination of this Contract within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE OF NEW MEXICO'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. Status of Contractor

Contractor and its officers, agents, employees, servants or subcontractors ("Agents") are independent contractors performing professional services for the City and are not employees of the State of New Mexico. Contractor and its Agents will not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico because of the Contract. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes as self-employment or business income and are reportable for self-employment tax purposes.

6. Assignment

Contractor will not assign or transfer any interest, obligation or right in this Contract or assign any claims for money due or to become due under this Contract without receiving the City's prior written approval.

7. Subcontracting

Contractor will not subcontract any portion of the Deliverables or other services to be performed under this Contract without the City's prior written approval.

8. Records and Audit

For a period of three years following the termination of this Contract, Contractor will maintain detailed time records, which indicate the date, time and nature of the Deliverables and other services provided to the City. These records will be subject to inspection by the City and the New Mexico State Auditor. The City will have a right to audit Contractor's billings both before and after payment; any payment to Contractor under this Contract will not act to foreclose the right of the City to recover excessive and/or illegal payments made to Contractor.

9. Release

Contractor's acceptance of final payment of the amount due from the City under this Contract will operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the State of New Mexico unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality

Contractor will keep confidential all confidential information provided by the City or developed by the City and/or Contractor during Contractor's performance of this Contract ("Confidential Information") and Contractor will not provide Confidential Information to any third party absent the City's prior written approval.

11. Product of Service – Copyright & Intellectual Property

Any and all materials and work product developed, produced or acquired by Contractor under this Contract will remain the sole and separate property of Contractor, including all pre-existing and proprietary intellectual property such as Contractor's SaaS platform, software architecture, proprietary algorithms, and any general enhancements or improvements made to the platform the City is granted a non-exclusive, non-transferable license to use the SaaS platform and any custom configurations or features developed specifically for the State during the term of this Contract. Nothing developed, produced or acquired, in whole or in part, by Contractor under this Contract that constitutes Contractor's pre-existing intellectual property, proprietary software, or general product improvements will be the subject of an application for copyright, patent application or any other claim of ownership by or on Contractor's behalf. In the event Contractor develops, produces or acquires any intellectual property, related to the custom work done under this Contract, such as copyright(s), invention(s) or other patentable information or material(s), Contractor will, within ten (10) Business Days, execute or will cause to have executed all written assignments and other document(s) necessary to ensure that ownership of any custom deliverable vests solely in the City. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of such custom deliverables in any person or entity other than the City. The SaaS platform remains the exclusive property of the Contractor, and no ownership rights in the underlying software, source code, or architecture are transferred to the City.

12. Conflict of Interest

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer, state employee or former state employee have been followed.

13. Amendments

A. This Contract will 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 will, 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 5 above, or to agree to the reduced funding.

14. Merger

This Contract incorporates all the covenants and understandings made by and between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Contract. No prior agreement or understanding, oral or otherwise, made by the Parties or their agents will be valid or enforceable unless embodied in this Contract.
This Contract is issued against the Sourcewell Cooperative Contract Master Agreement 102924-RTAestablished and maintained by Sourcewell, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

15. Notice

The New Mexico Procurement Code, 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.

16. Equal Opportunity Compliance

Contractor agrees to abide by all federal, state, and local laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor agrees to assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 determined by the City to be out of compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate measures to correct these deficiencies.

17. Invalid Term or Condition

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

18. Enforcement of Agreement/Contract

A Party's failure to require the strict performance of any provision of this Contract will 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 will be effective unless expressed and in writing, and no waiver by a Party of any of its rights will be effective so as to waive any of that Party's other rights herein.

19. Applicable Law

The laws of the State of New Mexico will govern this Contract. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over all lawsuits arising under or out of any term of this Contract.

20. Indemnification

Contractor will defend, indemnify and hold harmless the City and its employees from all proceedings, third-party claims, demands, lawsuits, judgments, settlements, losses, liabilities, deficiencies, and expenses of any nature, (including reasonable attorneys' fees) to the extent resulting from, or arising out of Contractor's performance of this Contract, including, but not limited to, any actual or alleged: (i) negligent acts or omissions to the extent attributable to Contractor; (ii) any breach of a third party's intellectual property rights allegedly to the extent caused by Contractor and/or, for additional clarity, any claim that intellectual property rights furnished by Contractor infringes on the intellectual property rights of any third party Contractor specifically disclaims any duties or obligation to defend, indemnify, or pay for any losses, liabilities, claims, deficiencies, and expenses of any nature (including attorneys' fees) incurred by the City to the extent arising out of the City's or any City employee's own negligence (including passive or active), nonfeasance, or malfeasance or other breach arising out of this Agreement. In the event that any action, suit or proceeding related to the services performed by Contractor or any of Contractor's Agents under this Contract is brought against Contractor, Contractor will, as soon as practicable, but no later than ten (10) days after Contractor receives notice thereof, notify the City's legal counsel, the Santa Fe City Attorney's Office by certified mail.

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:

_____
Alan Webber, City Mayor

DATE: _____

CONTRACTOR:

Tera Garcia
_____
TERA GARCIA,VP OF ADMIN

DATE: 05/21/2025
NMBTIN: 86-0621688

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan
Christoher W. Ryan (May 22, 2025 16:14 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A – SCOPE OF WORK

Statement of Work – Fleet Management Software

City of Santa Fe, NM

Provided by: RTA: The Fleet Success Company

1. Project Overview

This document outlines the implementation plan between RTA: The Fleet Success Company and the City of Santa Fe, NM for RTA Fleet360, a Fleet Management Information System (FMIS) solution, to ensure seamless adoption and operational efficiency.

2. Objectives

- Deploy and configure the fleet maintenance software across City of Santa Fe's fleet operations.
- Integrate/file share with existing systems
- Train users to ensure adoption and maximize ROI.
- Optimize workflows to improve fleet uptime and reduce costs.

4. Scope of Work

Phase 1: Project Kickoff

- Assign project teams from both parties.
- Define success criteria and key performance indicators.
- Establish timelines and communication cadence.

Phase 2: System Setup & Configuration

- Configure system settings to align with fleet operations.
- Set up user roles, permissions, and access levels.

Phase 3: Data Migration

- Identify required data for migration
- Cleanse and format data for compatibility.
- Validate and import data into the system.

Phase 4: Integrations

- API integrations /FTP Transfers with fuel management, GPS/telematics, accounting, and ERP system.
- Test and validate integrations to ensure smooth data flow.

Phase 5: User Training

- Conduct virtual role-based training for fleet managers, technicians, and admins.
- Provide training materials and user guides.
- Address user questions and provide support.

Phase 6: Testing & User Acceptance

- Conduct system testing to ensure functionality meets City of Santa Fe, NM Needs.
- Gather user feedback and make necessary adjustments.
- Obtain sign-off from key stakeholders.

Phase 7: Go-Live & Post-Implementation Support

- Deploy the system for live operations.
- Schedule Onsite Training
- Monitor system performance and user adoption.

4. Deliverables

- Configured FMIS solution.
- Migrated fleet data.
- Completed system integrations and allow API Access.
- User training sessions and documentation.
- Post-implementation support.

5. Responsibilities

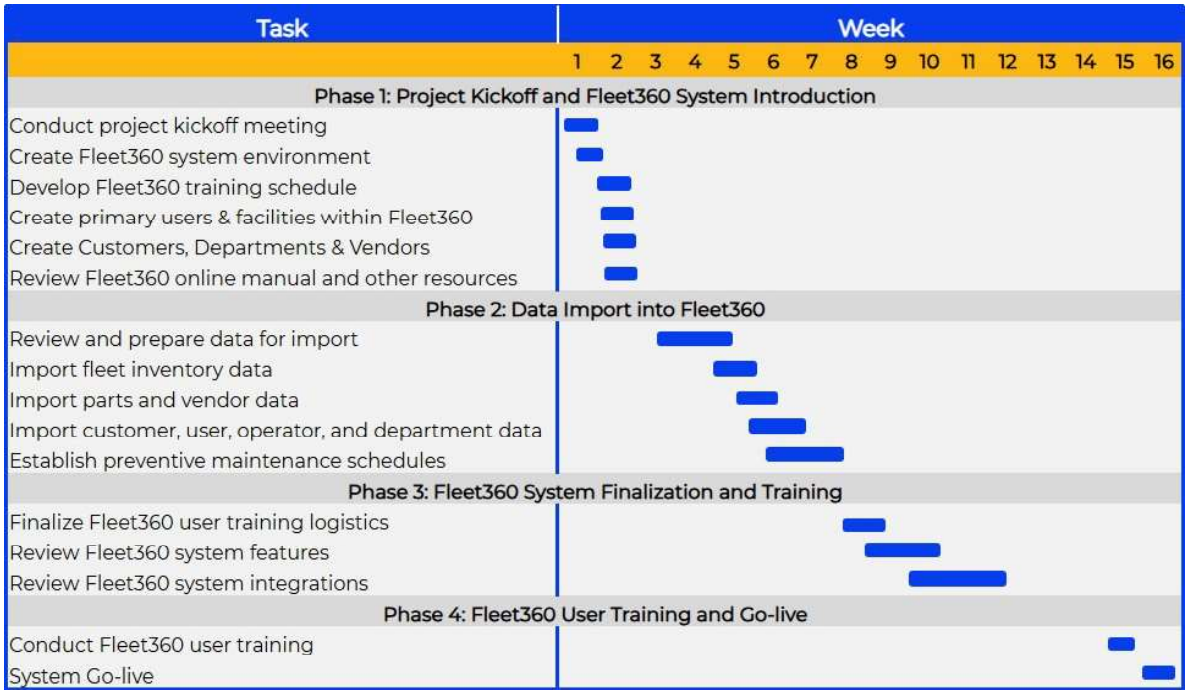
Client Responsibilities

- Provide necessary data and system access.
- Assign a dedicated project lead.
- Ensure staff availability for training and testing.

Vendor Responsibilities

- Configure the system according to agreed requirements.
- Perform data migration and support integrations.
- Conduct training and provide support.

6. Timeline



7. Pricing & Payment Terms

- Agreed upon on separate document
- Sourcewell Contract #102924-RTA

8. Assumptions & Constraints

- Client will provide timely access to necessary systems.
- Scope changes may impact timeline and costs.
- Success depends on user engagement and training participation.

9. Change Management
Any changes to the scope, timeline, or budget must be approved in writing by both parties.

RTA ITT Contract - FINAL

Final Audit Report 2025-05-21

Created:	2025-05-21
By:	Mark White (mwhite@rtafleet.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9rFYVREBzlUh53Cqel81m6Udv9b1ol68

"RTA ITT Contract - FINAL" History

Document created by Mark White (mwhite@rtafleet.com)
2025-05-21 - 7:45:45 PM GMT

Document emailed to Tera Garcia (tgarcia@rtafleet.com) for signature
2025-05-21 - 7:47:16 PM GMT

Email viewed by Tera Garcia (tgarcia@rtafleet.com)
2025-05-21 - 7:59:42 PM GMT

Document e-signed by Tera Garcia (tgarcia@rtafleet.com)
Signature Date: 2025-05-21 - 8:00:05 PM GMT - Time Source: server

Agreement completed.
2025-05-21 - 8:00:05 PM GMT

RTA ITT Contract - RTA FINAL

Final Audit Report 2025-05-22

Created:	2025-05-22
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN-indZ2BhNkyCCMmxjqk4LkKcbBOoE9J

"RTA ITT Contract - RTA FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
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Document emailed to cwryan@santafenm.gov for signature
2025-05-22 - 10:07:53 PM GMT

Email viewed by cwryan@santafenm.gov
2025-05-22 - 10:14:09 PM GMT- IP address: 104.47.64.254

Signer cwryan@santafenm.gov entered name at signing as Christoher W. Ryan
2025-05-22 - 10:14:25 PM GMT- IP address: 63.232.20.2

Document e-signed by Christoher W. Ryan (cwryan@santafenm.gov)
Signature Date: 2025-05-22 - 10:14:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-22 - 10:14:27 PM GMT

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MASTER AGREEMENT #102924
CATEGORY: Fleet Management Technologies with Related Software Solutions
SUPPLIER: Ron Turley Associates, Inc. dba RTA

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ron Turley Associates, Inc. dba RTA, 17437 N. 71st Dr. #110, Glendale, AZ 85308(Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:

   a. Fleet management information systems;
   b. Fleet technology related hardware solutions;
   c. Related software solutions;
   d. Fleet telematics;
   e. Geofencing solutions;
   f. Motor pool and fleet sharing solutions services;
   g. Integrated video solutions; and,
   h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,000,000 each occurrence Bodily Injury and Property Damage
- $1,000,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Ron Turley Associates, Inc. dba RTA
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Tira Garcia D7E0CCAE529F465...
By: _____	By: _____
Jeremy Schwartz	Kevin Burdick
Title: Chief Procurement Officer	Title: Vice President of Sales
Date: 4/22/2025 | 3:39 PM CDT	Date: 4/22/2025 | 2:54 PM CDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	RTA
Address:	17437 N 71st Dr #110 Glendale, Arizona 85308
Contact:	Kevin Burdick
Email:	kburdick@rtafleet.com
Phone:	623-581-2447
HST#:	86-0621688

Submission Details

Created On:	Thursday September 12, 2024 10:14:21
Submitted On:	Tuesday October 29, 2024 09:12:21
Submitted By:	Trevor Shackett
Email:	tshackett@rtafleet.com
Transaction #:	0d0446d8-b904-4909-92c3-e6adc991dc31
Submitter's IP Address:	24.91.45.242

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ron Turley Associates, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ron Turley Associates, Inc. (dba RTA: The Fleet Success Company) RTA will be responsible for offering and performing delivery of all solutions within this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 61UD6 UEI: V7CTYGFPJFQ5	*
5	Provide your NAICS code applicable to Solutions proposed.	541512 - Computer software consulting services or consultants 541511 – Computer Programming Services 513210 - Software Publishers 541611 - Administrative Management and General Management Consulting Services	
6	Proposer Physical Address:	17437 N. 71st Dr #110 Glendale, AZ 85308	*
7	Proposer website address (or addresses):	www.rtafleet.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kevin Burdick, Vice President of Sales 17437 N. 71st Dr #110, Glendale, AZ 85308 kburdick@rtafleet.com, (480) 227-2555	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trevor Shackett, Proposal Specialist 17437 N. 71st Dr #110, Glendale, AZ 8530 tshackett@rtafleet.com, (603) 455-1194	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Josh Turley, CEO 17437 N. 71st Dr #110, Glendale, AZ 8530 joshturley@rtafleet.com, (623) 581-2447 Tony Yankovich, Director of Fleet Consulting 17437 N. 71st Dr #110, Glendale, AZ 8530 tyankovich@rtafleet.com, (913) 568-5837 Ryan Driscoll, Vice President of Marketing 17437 N. 71st Dr #110, Glendale, AZ 8530 rdriscoll@rtafleet.com, (623) 581-2447	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Our mission at RTA is clear – we help fleets succeed! That's what we have been successfully doing for over 45 years. How do we do this? By empowering our clients with the necessary tools and resources to achieve their goals. As experienced fleet professionals, we have built robust technology solutions and provide expert fleet advisory services to help our clients make their fleet operations safer and more efficient. RTA began serving fleets in 1979, but the company's true beginning occurred years earlier when Ron Turley was a young father looking to make a difference after his time in the Korean War. Ron started as a driver for UPS in 1961 and within five years, he had worked his way up to become the Automotive and Building Maintenance Manager in the new Georgia District. While there, he ran the best-performing district throughout the entire company, with the fewest road calls and lowest cost of all UPS fleet management districts in the U.S. In 1973, after many promotions and reassignments, Ron was given responsibility for the maintenance of all UPS vehicles in the U.S., Canada, and Germany – more than 48,000 in all. Over the next five years, Ron led UPS in saving over $100 million in shop operating costs, allowing UPS mechanics to take care of nearly 80 percent more vehicles per labor-hour than they had been doing previously. He continued to institute time standards and innovative cost-saving measures throughout the company's maintenance operations until 1978. Quite by accident, RTA was born. Ron built a reputation at UPS for efficiency and cost savings. Because of this, he received many requests from fleet managers that needed help improving their operations. Through these engagements and the realization of the importance of data, RTA's fleet management platform was established. Fast-forward 45 years and thousands of clients later, RTA is in its third generation of family ownership, led by Ron's grandson Josh and Josh's wife Anjuli, and is the premier FMIS for successful fleets. With our constant drive for innovation and dedication to best practices, we strive to revolutionize the fleet industry. RTA's cloud-based SaaS model continues to break the mold by not only evolving with technological advancements but also with ease of use and providing stakeholder resources and five-star support. It is really that simple. Everything this company has ever stood for or done has been centered around the fleets that keep the world moving. We help the people at these organizations keep their fleets operational, efficient, and safe, and it's ultimately why RTA exists. We give them clarity, confidence, and peace of mind in the middle of what is a very chaotic job, and when we do that well, we help them save time, decrease cost, and make our roadways safer.

12	What are your company's expectations in the event of an award?	In the event of an award, RTA anticipates continuing its successful partnership with Sourcewell to streamline and simplify the procurement process for potential fleet management information system (FMIS) customers. Over the past four years, we have effectively leveraged the current Sourcewell cooperative purchasing contract to help government and education prospects bypass the lengthy and complex RFP process, allowing them to procure our solutions directly through the Sourcewell agreement. This approach has helped reduce implementation timelines, enabling our customers to realize operational savings and improve fleet performance more quickly. RTA is eager to build on the successes of the past four years by: Supporting FMIS Prospects: We expect to continue using the Sourcewell contract to assist fleet management information system prospects in expediting their procurement efforts, allowing for faster deployment of fleet management solutions. It has been our experience that using the Sourcewell cooperative agreement can reduce procurement and contracting time for a large complex fleet management information system from as much as 24 months, to as little as 2 or 3 months. Sharing this information with prospects is an integral part of our sales approach and is communicated to each one of our potential customers during our marketing and sales process. Enhancing Awareness of Sourcewell: We are committed to further promoting the benefits of the Sourcewell program to entities that may not yet be aware of its offerings. By increasing exposure to both RTA and Sourcewell, we aim to expand the program's reach and demonstrate its value to new potential customers. RTA regularly attends and participates in many of the fleet industry trade shows, conferences, and educational outreach events each year. We are regular speakers and presenters providing fleet expertise to fleet professionals across all industries. At each event we proudly display the Sourcewell logo and ensure that prospective customers are aware of this efficient procurement solution. Strengthening Our Partnership with Sourcewell: RTA is eager to continue our close collaboration with Sourcewell, working together to grow the program and enhance the cooperative purchasing experience for fleet managers nationwide. Ultimately, RTA expects this continued partnership to drive increased efficiencies for both organizations, help more fleets improve their operations, and ensure that we can continue delivering value to our customers through this streamlined procurement channel.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	RTA has been in business for over 45 years and warrant that we are financially stable, in good standing, and have the financial capacity to undertake and complete the services listed in this RFP, as we have successfully under the current Sourcewell Fleet Management Technologies contact. Our Dun and Bradstreet number is 148863996. We have upload supporting documentation in the document upload section of our response as "RTA Financial Strength Documentation".	*
14	What is your US market share for the Solutions that you are proposing?	RTA has implemented more than 2,900 fleet management information systems since our beginning in 1979. Currently over 1,000 fleets use our FMIS to manage their assets and maintenance shops, accounting for nearly 1,000,000 vehicles and pieces of equipment across North America. Specifically, we currently serve over 700 publicly funded fleets, making RTA the industry's oldest and leading provider of Fleet Management Information Systems (FMIS) and fleet consulting services to government and education fleets in North America.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Of our 1,000+ current customers, over two dozen are located in Canada, including clients in Alberta, British Columbia, Manitoba, New Brunswick, Ontario, and Saskatchewan.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None. RTA has not declared bankruptcy or been party to any bankruptcy proceedings within the past seven years. Furthermore, in the 45 years that RTA has been providing fleet solutions and advisory services to clients, we have not been involved in any bankruptcy proceedings. However, if at any time during the contract period or during the pendency of this RFP evaluation, RTA enters any bankruptcy proceedings, Sourcewell will be notified as required.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) RTA is an independent software vendor for Fleet Management Information Systems (FMIS), other fleet related technologies, as well as expert Fleet Consulting Services. We develop, support, sell, and market our software and consulting services using in-house employees. We are also a reseller for GPS Insight Telematic devices, using those same in-house RTA employees.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A, none required. RTA is currently undergoing SOC 2 evaluation and expects to have this certification completed by early 2025.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	RTA has no current or past debarments or suspensions to disclose. If at any time during the pendency of this RFP evaluation RTA enters a debarment or suspension status, we will provide notice in writing to Sourcewell.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Recent company recognition awarded to RTA include the following: Top Software & Tech Award Recipient – Food Logistics/Supply & Demand Chain - 2024 Certified Great Place to Work – 2023 Fortune Best Small Workplaces – 2023	*
21	What percentage of your sales are to the governmental sector in the past three years?	The government sector, including publicly funded organizations, has accounted for approximately 68% of our total fleet management system sales over the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector, including both higher education and K-12, has accounted for approximately 15% of our total sales over the past three years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	RTA is currently an approved vendor for the following state and cooperative purchasing agreements. Sourcewell 020221 – Fleet Management Technologies with Related Software Solutions Term: March 25, 2021 - March 26, 2025 EPIC6 21.24 Technology Solutions & Services Term: July 1, 2024 – June 30, 2029 Massachusetts VEH118 Statewide – Fleet Management Software Term: July 26, 2023 – July 31, 2027 The total revenue generated from these three agreements over the past three years was $738,963.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	RTA does not have any GSA contracts or SOSA agreements currently. We were previously awarded a GSA contract that expired in 2017.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Vancouver, WA	Dan Zenger, Fleet Manager	(360) 487-8205	*
University of Massachusetts, Amherst	Constance Englert, Director of Transportation Services	(413) 545-4744	*
Humble Independent School District, TX	Ariel Rodriguez, Fleet Manager	(281) 641-8727	*
Lake County, FL	Brenda Peshel, Fleet Manager	(352) 540-6508	
City of Las Vegas, NV	Brenton Messner, Fleet Manager	(702) 229-1680	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	RTA's sales team is currently composed of two Account Executives, one Sales Development Representative, and an RFP Specialist, all reporting to our VP of Sales, Kevin Burdick. Our sales team is supported by several fleet veterans who serve as subject matter experts and help guide our product development and sales and marketing initiatives, including former municipal and private sector fleet managers. Because of the growth that RTA has had over the past several years, the plan is to be at four Account Executives and two Sales Development Representatives by the end of 2025. As an extension of the sales organization, RTA also employs six Fleet Consultants, two Product Engineers, and two Fleet Success Ambassadors (former nationally recognized Fleet Managers) who regularly support our sales and marketing efforts.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	RTA's current business model does not include other distribution channels. We provide all of our sales and marketing with in-house employees, many that have real-world fleet management experience. All of our technology solutions and advisory services are delivered by RTA staff.	*
28	Service force.	RTA currently has over 70 full-time employees that work to support our customers throughout North America. This includes the following Departments: Engineering – team of 20 including developers, engineers, IT, infrastructure, and programmers Finance/HR - team of 5 including Controller, payroll, accounting, and people ops Sales – team of 5 including SDR, AE, and Proposal specialist, as discussed above Consulting – team of 8 including Analysts and Consultants. Customer Success – team of 23 including CSM, Implementation, Training, Customer Service, Technical Support, and more. Product and Marketing – team of 10 including product managers, product marketing, and more	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All new sales orders are handled by our in-house sales team. We currently do not work with outside distributors or dealers. Typically, the sales process starts with outreach from a sales assistant (called an SDR) who discovers a potential client's needs and whether RTA might be a good fit for their fleet operation. From there, a prospect is scheduled for a product demo of the RTA Fleet360 software with one of our Account Executives. During this meeting, Sourcewell is given as an option as well as the different implementation, software, and consulting packages that RTA offers. Following the demo, a prospect is provided with a quote, and an agreement is negotiated and executed. Once the agreement is signed, the implementation team sets up a meeting to plan for data imports, schedule training, and introduce the customer success manager that will be handling the account going forward.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Technical support and maintenance are included with the annual subscription to Fleet360, our flagship fleet management information system solution. RTA's support team is committed to technical response within 1 business day. Our Technical Support department is available between 5:00 a.m. and 5:00 p.m. MST, Monday through Friday, excluding holidays. The Annual Support Maintenance provides product updates, enhancements, as well as unlimited technical support for the FMIS. Technical support can be obtained via the following options: Email: support@rtafleet.com . Phone: (800) 279-0549 RTA Knowledge Base: documentation and FAQs available online Website: www.rtafleet.com RTA Help Desk: create a service ticket with our friendly support staff Feedback & Suggestions: available within the software Phone/Email Support: Toll free support is available in most areas. Phone support is the quickest way to resolve a problem or question, however phone/email cases are handled in the order they are received. If immediate assistance is not available when calling, a message can be left and typically calls are returned within the hour. For technical support assistance after 5:00 p.m. MST or on weekends, RTA provides additional After-Hours Support on a per-hour basis. AI Fleet Bot and Guided Tours: RTA Fleet360 now offers guided tours to train users on how to navigate the system and tips on how to use the latest features, without having to reach out directly to support or wait for the next scheduled training class. Our AI-powered Fleet Bot resource gives our customers 24/7 chat capabilities with a support bot who searches RTA's best practices and knowledge base to provide you with the most accurate and up-to-date information available whenever you need assistance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	RTA is fully willing and able to continue to provide our products and services to all Sourcewell participating entities, as we have for the past four years.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RTA is fully willing and able to continue to provide our products and services to Sourcewell participating entities in Canada, as we have for the past four years.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. RTA will fully service any geographic areas of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. RTA does not exclude any Participating Entity from our fleet management information system, other technology solutions, or fleet consulting services that we offer.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. RTA will not impose any specific requirements or restrictions on participating entities in Hawaii and Alaska or other U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. RTA will extend the terms of any awarded agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	RTA: The Fleet Success Company's marketing strategy for contract promotion relies on several strategic touchpoints, including digital ads, print ads, email campaigns, postcard campaigns, phone call campaigns, and event marketing. Representative samples of marketing materials are available upon request. RTA's targeted marketing efforts will focus on the following media outlets and promotional channels to raise awareness and drive engagement: Contract Announcements and Advertisements: Press Release: RTA will issue a press release to be distributed through key media outlets within one week of contract award. A draft of this press release will be submitted to Sourcewell for approval prior to distribution. Media Contact: The press release will also be shared directly with government and K-12	

fleet-related media outlets. RTA will encourage all contacts to post the news release on their websites and e-newsletters.

E-Blast: An email blast will be sent to all government fleet clients in the RTA database as part of our ongoing email campaigns which will use the Sourcewell logo. We will also source email addresses for the Sourcewell membership to notify them that they can purchase RTA through this contract.

Advertisements: Ads will be displayed as part of both "Digital Ads" and "Print Ads" campaigns that will use the Sourcewell logo as another opportunity to promote the contract/relationship.

Digital Ads:
Banner Ads: Different-sized digital ads will be placed monthly on media websites and e-newsletters such as Government Fleet, The Municipal, Governing, NAFA Fleet Solutions, School Bus Fleet, METRO, and other fleet-related publications using the Sourcewell logo.

Social Media Ads: LinkedIn ads will target government fleet personnel to enhance brand presence and visibility promoting Sourcewell. Ads will feature "look-alike" modeling to expand reach beyond the initial audience.

Retargeting: Government and education fleet personnel who visit our website will be retargeted through digital ads to drive them back to our site and learn more about the partnership with Sourcewell.

Print Ads:
Full-Page Ads: RTA will publish full-page ads in key government and education magazines, such as Government Fleet, The Municipal Magazine, and NAFA Fleet Solutions Magazine. All creative assets will be developed in-house by RTA's marketing team. *

Email Campaigns:
Purchased E-blasts: Monthly/quarterly emails will be sent to relevant databases promoting RTA's products and services, with a focus on Sourcewell contract opportunities.

RTA E-blasts: Our database consists of tens of thousands of public sector fleet personnel who will receive regular e-mail communications.

Webinars:
RTA will produce 30-minute webinars featuring topics relevant to public sector fleets, including cooperative purchasing options and case studies. The webinars will be promoted across email and social channels, and fleet professionals will be encouraged to watch live or on-demand via our webinar platform.

Direct Mail:
Postcards: RTA recognizes the value of traditional marketing and will mail postcards to fleet professionals and will use that as a means to educate Sourcewell members on the ability to purchase RTA through it.

Sales Development:
RTA SDR's will leverage the Sourcewell member list in their daily activities to check to see if prospects they are talking to are members and educate them or remind them they can use Sourcewell to purchase RTA.

Events:
Tradeshows and Conferences: RTA invests heavily in attending and sponsoring fleet-related events, such as Government Fleet Expo, NAFA I&E, NAFA regional events, FleetCon, NASUF, NTEA Work Truck Show, and more than 20 other fleet management conferences, tradeshows, and educational events. RTA will promote the Sourcewell contract at the booth at each event that we participate.

SEO:
RTA has achieved significant search engine visibility on page one for key phrases such as "Fleet maintenance software for government fleets" and "Fleet management information systems," ensuring that fleet personnel searching for these terms will find RTA's offerings.

In conclusion, RTA's comprehensive, multi-channel marketing approach is designed to maximize contract visibility and engagement among government and educational fleet sectors. By leveraging both digital and traditional media, targeted outreach, and strategic event presence, RTA aims to create widespread awareness and accessibility of its solutions through the Sourcewell contract. RTA has provided marketing samples in the document upload section titled "RTA Marketing Samples".

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	RTA: The Fleet Success Company will prominently display the awarded Sourcewell contract on our website, www.rtafleet.com. In particular, detailed information about the contract and the benefits to fleet professionals will be clearly featured through banners, landing pages, and dedicated content sections. RTA leverages a comprehensive suite of marketing technologies and digital data to maximize the effectiveness of our campaigns: Social Media: RTA maintains a very active presence within LinkedIn. By using LinkedIn as not only a platform to get our message out to the market, we can also use it as a tool to target our message to Sourcewell members and government and educational fleets that would benefit. RTA has several ex-fleet managers that serve as influencers for RTA and evangelists for the industry, as well as high engagement from our CEO, Josh Turley. We can leverage our brand presence and these influencers to educate on this preferred purchasing option and promote the Sourcewell contract. Marketing Automation (B2B): We use Hubspot, which allow us to streamline the creation, deployment, and management of campaigns across multiple channels, including social media, email, etc. These tools also help track user engagement and optimize follow-up actions based on customer interactions. Seamless: This powerful tool helps us to understand buyer intent, allowing us to target the right contacts and generate quality leads. We also rely on this platform to continually expand our database with government fleet contacts that align with our Sourcewell offerings. Retargeting Campaigns: We use retargeting strategies to re-engage visitors who have shown interest in our products by browsing key pages on our site. These visitors will see ads as they browse other websites, encouraging them to return to RTA's site for further information. CRM (Hubspot): Hubspot serves as our core CRM tool, managing all company operations and sales data. It allows us to track lead progress, integrate contract opportunities effectively into our sales process, and effectively manage the customer lifecycle.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a pivotal role in the successful promotion of contracts awarded through this RFP by driving awareness, engagement, and ongoing promotional efforts. We believe Sourcewell's focus will be on educating relevant stakeholders about the benefits of cooperative purchasing and ensuring its member organizations can easily access RTA's services. We view any contract award as an ongoing partnership, and RTA is committed to making the Sourcewell contract a key aspect of our market presence. Our sales team is highly experienced in selling to government and education fleets, and we have built considerable expertise in promoting the advantages of utilizing Sourcewell contracts over the last several years. As a trusted partner, RTA ensures that its team is fully equipped to highlight the benefits of cooperative purchasing, simplifying the procurement process for our clients. It is also helpful that many of our fleet experts have actually worked in government and education fleets and understand the challenges of government procurement practices. To integrate the Sourcewell-awarded contract into our sales process, we will ensure that all relevant teams, from sales to customer support, are well-trained on the contract, solutions available, and advantages of this partnership. We will focus on helping fleet professionals understand how they can best leverage the Sourcewell contract to meet their operational and procurement needs. Our internal Operations team will provide detailed guidance on contract usage, creating an easily accessible knowledge base with FAQs, tutorials, and pricing models. This system will also support Sourcewell-related webinars and training, providing our customers with ongoing educational opportunities on how to make the most of cooperative purchasing options. Additionally, as part of our ongoing engagement strategy, we will: Outline the key benefits of the awarded contract to our clients. 1. Work with Sourcewell to co-host webinars and events aimed at educating their members about RTA's offerings. 2. Utilize Sourcewell's membership platform to connect directly with interested fleet clients. 3. Align our marketing and promotional efforts with Sourcewell's preferred channels to ensure maximum visibility. Finally, RTA will actively participate in all relevant marketing and educational events hosted by Sourcewell, ensuring that we remain a visible and engaged partner in the fleet management space.	*

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, currently RTA Fleet software and solutions are not available through any e-procurement process and can only be procured directly through RTA's sales organization.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Unique to RTA, training is included with your annual subscription with no upfront cost for your initial three-day onsite comprehensive training program. Also available to assist in the adoption of RTA Fleet360, our fleet management information system solution, are several virtual trainings for your staff to attend during implementation pre Go-Live. Our team of experienced trainers, each averaging 10 years of experience in fleet management and training, will provide comprehensive initial training on all aspects of our system to ensure that your entire team is ready to use the system for Go-Live date. Our comprehensive training program features the following options: Role-Based Training: Monthly virtual classes designed for everyone from technicians to the parts manager to fleet admins. Tutorial Videos: A library of training videos hosted in your RTA system that dive deeper into specific functionalities. Product Webinars: Interactive webinars to walk you through new software capabilities, hosted by the fleet experts who build and maintain RTA. Custom 1:1 Training: Tailored hourly training sessions to cover any aspect of Fleet360 your team needs to learn. In-App Support: Guided tours to train your team to navigate the system and use the newest features without waiting for the next (free) training class. Recurring Check-Ins: Remote or onsite annual check-ins to ensure the system is working for you. AI Fleet Bot: 24/7 chat capabilities with a helpful bot that searches RTA best practices to give you the most accurate and up-to-date information available in our Knowledge Base. The RTA Fleet360 System Training covers fleet basics, system navigation, and best practices, followed by role-specific modules for your staff. We offer both train-the-trainer and end-user training. Training is customized for various roles within your organization, including Fleet Managers, Admins, Fleet Maintenance Technicians, and Parts and Inventory Management Specialists. We offer live, online training sessions monthly for each role, allowing clients to register for up to five seats per session at no additional charge. Training continues beyond the initial implementation phase as well. In addition to monthly sessions, we provide unlimited on-demand, role-based training videos accessible anytime, even for non-RTA users at no additional charge. This ensures easy onboarding for new hires and offers current staff opportunities for refreshers and tune-ups on the system or practice with new features as needed.	*

42	Describe any technological advances that your proposed Solutions offer.	RTA's proposed solution leverages several cutting-edge technologies to enhance performance, accessibility, and functionality: Cloud-Based SaaS Solution: Our system operates as a Software as a Service (SaaS), providing secure, web-based access from anywhere. This ensures high availability, scalability, and reduced infrastructure management, all powered by Amazon Web Services (AWS) for reliable cloud computing. Cross-Platform Browser Support: RTA supports all major web browsers, including Google Chrome, Microsoft Edge, Firefox, and Safari, offering flexibility and ease of use for your team, regardless of their preferred platform. Advanced Mobile Functionality: The RTA Mobile App and eDVIR app provide robust functionality for both Android and iOS devices, available for download from Google Play and the Apple App Store. These apps empower field technicians with features like mobile dashboards, kiosk mode, part reordering, paperless shop operations, driver reports, inspections, work orders, and barcode scanning, improving operational efficiency from any location. AI Integration for Fleet Management: Our solution incorporates AI technology through our AI Fleetbot feature within Fleet360, which serves as a smart assistant for users. This feature allows for quick responses to common inquiries, providing an enhanced customer support experience and helping users navigate the system more efficiently. Fleet Management Consulting: Unlike any other fleet management system provider, RTA has a fully staffed and functioning Fleet Consulting Group that not only provides traditional fleet management consulting services to our clients, but also provides support to our clients during system implementation and ongoing support. Our consulting group boasts more than 300 combined years of actual hands-on fleet experience along with professional fleet management consulting experience. Together, these consultants have helped close to 500 fleet organizations across North America. By incorporating these technological advances, RTA offers a future-ready, accessible, and scalable fleet management solution designed to meet the evolving needs of the industry.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	While we do not hold any official certifications, RTA contributes to green initiatives by incorporating various environmentally friendly features and practices into its fleet management solution, helping organizations reduce their carbon footprint and promote sustainability. Here are some key ways RTA supports green initiatives: Paperless Shop: RTA’s Paperless Shop feature eliminates the need for physical paperwork in maintenance operations. By transitioning to digital work orders, inspection reports, and part management, organizations can significantly reduce their paper usage. All documentation, including work orders, inspections, and parts reordering, can be managed through our mobile apps or desktop platform, contributing to eco-friendly operations. Since 2017, when Josh Turley became CEO, our clients have saved over 11,000 trees by using RTA as opposed to paper-based systems. Our Paperless Shop module alone has saved an estimated 9,700 trees in that time frame. Efficient Fleet Management: By optimizing fleet performance, RTA helps organizations reduce fuel consumption and lower emissions. Features like real-time vehicle tracking, preventive maintenance scheduling, and fuel tracking allow fleet managers to maintain vehicles more efficiently, reducing idle time, improving fuel economy, and minimizing environmental impact. Mobile Access: The RTA Mobile App and eDVIR app provide fleet teams with tools for inspections, work orders, and reporting in a fully digital format. This mobile access reduces the need for printed materials and streamlines operations, supporting a more sustainable, paper-free workflow. Cloud-Based Solution: RTA’s cloud-hosted SaaS solution reduces the need for energy-intensive on-premise hardware. By utilizing energy-efficient cloud infrastructure provided by AWS, RTA helps minimize the carbon footprint associated with running servers and other IT equipment in-house. Fleet Consulting Services for Sustainability: RTA’s Fleet Consulting team regularly conducts Electric Vehicle (EV), Zero-Emission Vehicle (ZEV), and Low-Emission Vehicle Transition Studies to help fleets transition to cleaner, more sustainable operations. These studies provide tailored recommendations for integrating electric and low-emission vehicles into existing fleets, allowing organizations to reduce emissions and align with environmental regulations and sustainability objectives. Additionally, we offer Fleet Right-Sizing Studies to optimize fleet size, ensuring that fleets operate efficiently with the appropriate number of vehicles. This process not only reduces fuel consumption but also lowers the overall carbon footprint of the fleet by eliminating unnecessary vehicles and improving utilization. Through these initiatives, RTA helps public sector fleets reduce emissions, operate more sustainably, and meet their environmental goals. Our fleet management technologies and consulting services work together to support a more eco-conscious, efficient future for fleets.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While we hold no formal certifications, RTA makes every effort to incorporate sustainability throughout our organization and help our customers work toward achieving their sustainability goals and initiatives. See question 43 above.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	RTA is one of the few fleet technology companies that has been operating for over 45 years. Our system was designed by fleet professionals for fleet managers, and comes with a personal touch that is unique to the industry. Our CEO is accessible and is frequently in communication with all of our clients, not just the largest ones. As a family-owned entity, our company gets to focus on our customers' voices, rather than being beholden to investors.	*
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	RTA has dedicated resources assigned to Information Security. Our system is designed to meet or exceed the data security standards set forth by local authorities, state regulations, and federal laws. We regularly assess and update our security protocols to stay current with any changes in regulations and to address emerging threats in the cybersecurity landscape. Additionally, we engage in regular third-party audits and security assessments to validate our compliance and to provide our customers with the assurance they need. RTA Fleet360 supports Single Sign On (SSO) through Azure Active Directory and supports Multi-Factor Authentication. RTA uses Microsoft Active Directory as our primary identity and access management system. All sensitive data is encrypted using AES-256 or better both in transport and in storage. Our system uses Amazon's AWS for our hosting environment, and AWS holds appropriate certifications such as SOC 2 and SSAE 18. RTA's SOC 2 certification is in progress, and we expect to be certified in early 2025. RTA ensures that all systems and applications are scanned for vulnerabilities and that any detected vulnerabilities are remediated prior to new releases. To ensure the highest levels of security within our system, we have currently implemented policies and procedures regarding how security risks are mitigated until patches can be applied. Our team remains dedicated to maintaining the confidentiality of all Institutional data, ensuring that only authorized personnel have access to sensitive information. As part of our Service Commitment, RTA ensures that data backups are encrypted using 256-bit Advanced Encryption Standard (AES-256), three copies of data backups are retained for 90 days, and stored in separate physical data center campuses.	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	RTA Fleet360 provides robust fleet management tools that can support environmentally conscious initiatives through its data-driven and cloud-based architecture, including full support for EV, ZEV, and low-emission vehicles within our solution. Fleet360 integrates telematics for EV management and emissions tracking, which helps public sector fleets optimize performance, monitor sustainability metrics, and achieve environmental goals For organizations pursuing electrification or other smart city objectives, RTA offers consulting services, including EV, ZEV, and low-emission vehicle transition planning, which align with broader sustainability and efficiency goals.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	RTA Fleet360 offers a comprehensive Accident Management and Reporting module that helps fleet managers efficiently track and manage accidents. This module allows users to create detailed accident reports, including capturing essential information such as the vehicles involved, the nature of the incident, and the associated costs. The system also supports the attachment of relevant files, photos, and documents, which can be crucial for insurance claims and internal reviews. Our latest update also allows you to create and manage customized accident/incident forms including required fields, attachments, and more. RTA's accident management feature integrates seamlessly with the rest of the fleet management system, ensuring that all data related to an accident is stored in one place and easily accessible. This centralized approach helps in generating accurate reports, tracking trends, and analyzing accident data to identify potential areas for improvement. The system also provides customizable forms and reporting tools to meet specific organizational needs, making it a versatile solution for managing the complexities of fleet-related incidents.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Our standard payment terms are net 30 days. We accept payment via check or ACH and typically bill our customers on an annual basis. Because of inflation, RTA will periodically issue price adjustments to the MSRP, those increases are typically only at 3.5% or CPI, whichever happens to be higher. RTA will always ensure that Sourcewell customers receive the contracted 8% discount off standard MSRP on software and services.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	We do not currently offer leasing or financing options for our hardware. Telematics devices have a 24-month financing option and RTA Fleet360 SaaS subscriptions can be billed quarterly or annually for no additional charge.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	RTA has included a copy of our standard Terms and Conditions, including our Service Level Agreement for Cloud Hosting solutions, see RTA Terms in the document upload section.	*

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	RTA accepts the P-card procurement and payment process. There are no additional costs or fees to Sourcewell participating entities for using this process.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	RTA provides tiered FMIS pricing based on asset count and services based on hourly rates. We will provide line-item discounts based on the attached pricing proposal.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	RTA is offering an eight percent (8%) discount off of MSRP for software and services (including fleet management consulting services) as represented by the pricing proposal included with this response. Telematics and other hardware solutions offered by RTA Fleet also include a five percent (5%) discount off of MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	RTA has built in price break tiers that lower the per-asset charge the greater the volume of assets. This is demonstrated in our pricing proposal attached.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	RTA will supply a quote for any sourced, open market, or non-contracted items at the time of any such request, including our proposed 5% discount off of MSRP on hardware and an 8% discount on software and services MSRP for Sourcewell participating entities. Sourced products may include things such as fueling systems, fueling cards, telematics systems, predictive maintenance products, or other add-ons not directly offered by RTA Fleet.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs outside of freight, shipping and sales tax (if applicable) are included. RTA does not have hidden charges.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As a web-based system, only optional hardware would be shipped, if applicable. Freight/shipping is an additional cost for any hardware purchase, including those by Sourcewell participating entities. RTA ships all hardware orders through UPS. We offer overnight, 2-day, 3-day, and standard delivery options, and will continue to provide a standard shipping discount for Sourcewell participating entities when this line item is added to the invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above. Shipping will be billed as an additional cost to the purchase price for all customers.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Software is delivered through a secure web portal. RTA will provide training and instructions on how to access and sign into the application as well as the mobile counterpart.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	RTA has a structured internal audit process in place to ensure compliance with the Sourcewell agreement and proper pricing for participating entities. A dedicated team across Sales, Marketing, Administrative, and Executive functions will monitor Sourcewell contract purchases and calculate quarterly administrative service fees. Tools such as QuickBooks, SaaSOptics, and HubSpot will track customer sales, purchases, and contract details. Periodic audits will be conducted to verify that Sourcewell’s preferred pricing is adhered to. This includes comparing contractually obligated pricing with the actual prices offered to Sourcewell participants and ensuring that all invoices and purchase orders reference the Sourcewell Fleet Management Technologies contract number. This process ensures transparency and compliance with the agreement.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	RTA will continue to use, develop, refine, and monitor internal metrics to measure the number and dollar figures of Sourcewell-related deals that are closing, sales closed compared to years past, number leads that are Sourcewell-driven leads or that purchased off the Sourcewell contract, and more.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	RTA proposes a two percent (2%) Administrative Fee payable to Sourcewell in consideration for the support and services provided by Sourcewell. This fee will be payable to Sourcewell on all completed transactions to Participating Entities using the Sourcewell agreement and will be calculated as the stated percentage of all completed transactions using the Sourcewell Master Agreement within the preceding reporting period.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The 8% discount off MSRP on software and services represents a larger discount than previously offered through any cooperative contracts, state contracts, or agency contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	RTA offers a comprehensive suite of Fleet Management Information Systems (FMIS), other technology related solutions, and fleet consulting advisory services aimed at optimizing fleet performance and supporting sustainability goals. Below is a detailed description of each solution: FMIS Solutions: Asset Management: RTA Fleet360 tracks every vehicle and asset in your fleet, enabling lifecycle management and data-driven decision-making. This helps optimize asset use, plan replacements, and manage disposals based on performance and cost-effectiveness. Preventive Maintenance: The system supports preventive maintenance scheduling, work order management, and real-time tracking of vehicle health. This minimizes downtime, improves shop productivity, and extends the lifespan of assets by automating and streamlining maintenance workflows. Parts Inventory Management: Fleet360 enables real-time tracking and automated reordering of parts to ensure that the right components are always available for repairs. This reduces delays and minimizes vehicle downtime. Fuel Management: RTA's FMIS includes fuel tracking capabilities that monitor fuel consumption and transaction data, helping fleet managers identify cost-saving opportunities and stay compliant with environmental regulations. Mobile Applications: The RTA Mobile App and eDVIR App allow fleet managers and technicians to perform digital inspections, manage work orders, and access fleet data from mobile devices. This functionality supports a paperless environment and enhances operational efficiency. Reporting and Dashboards: Fleet360 provides customizable dashboards and in-depth reporting tools. These enable fleet managers to analyze operational data, monitor performance trends, and make data-driven decisions to improve overall fleet efficiency. Fleet Telematics: RTA integrates with telematics systems to track vehicle location, performance, and usage in real-time. This data can be used to improve route planning, monitor driver behavior, and reduce fuel consumption. Fleet Success Scorecard: A unique feature that tracks key metrics such as resource efficiency, risk management, and stakeholder satisfaction, providing a holistic view of fleet performance and areas for improvement. Fleet Consulting Solutions: EV, ZEV, and Low-Emission Transition Studies: RTA's consulting team supports public sector fleets in transitioning to electric vehicles (EVs), zero-emission vehicles (ZEVs),	*

		and other low-emission options. These studies assess fleet needs, evaluate current infrastructure, and create actionable plans to meet sustainability goals. Fleet Right-Sizing Studies: Our consultants analyze fleets to determine the optimal size and composition, ensuring efficiency and reducing environmental impact. This helps in right-sizing a fleet for cost and performance optimization. Sustainability and Efficiency Projects: RTA focuses on increasing fleet efficiency through the use of real-time data, fleet performance assessments, and optimizing vehicle usage, helping reduce carbon footprints and fuel consumption. Operations Assessments: Comprehensive evaluations of your fleet operations are conducted to address current challenges and identify opportunities for improvement. This can lead to streamlined processes and increased productivity. Fleet Data Analysis: Our team analyzes an organization's fleet data to better understand performance metrics, helping identify areas for improvement and ensuring data-driven decision-making. Technology Analysis: We establish roadmaps for implementing advanced fleet technologies like telematics, artificial intelligence, and other innovations to enhance fleet performance. Renewal Planning: RTA develops long-term fleet renewal strategies, providing spending forecasts for each fiscal year to ensure that your fleet stays modern, efficient, and sustainable. Chargeback Rate Development: We help fleets calculate appropriate chargeback rates and develop department budgets that contribute to improved operational performance. Facility Needs Analysis: We assess maintenance facility size and layout to optimize space and functionality, based on the current and future fleet composition. Fleet Policy Development: RTA assists in documenting and formalizing comprehensive fleet policies and procedures, ensuring clear guidance for internal operations and compliance with best practices. RTA's fleet consulting solutions are designed to help organizations tackle their biggest challenges, from enhancing fleet efficiency and reducing emissions to planning for future growth and sustainability. By offering a combination of robust FMIS tools and expert consulting services, RTA Fleet360 enables fleets to operate more efficiently, reduce costs, and achieve long-term sustainability goals.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fleet Management Information Systems (RTA Fleet360) Fleet Technology related hardware solutions (Barcoding, rugged Mobile Devices, Tablets) Fleet Related Software Solutions (RTA Inspect – eDVIR) Motor Pool and Fleet Sharing Solutions (RTA Fleet360) Fleet Consulting Services Fleet Fuel Tracking Solutions Telematics, Fleet Monitoring, Asset Tracking, and Geofencing Solutions Integrated Video Solutions	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Fleet management information systems	(•) Yes ( ) No	Fleet360 FMIS SaaS	*
77	Fleet technology related hardware solutions	(•) Yes ( ) No	Yes	*
78	Related software solutions	(•) Yes ( ) No	Yes	*
79	Fleet telematics	(•) Yes ( ) No	Several partners	*
80	Fleet monitoring and asset tracking	(•) Yes ( ) No	Yes	*
81	Geofencing solutions	(•) Yes ( ) No	Yes	*
82	Motor pool and fleet sharing solutions services	(•) Yes ( ) No	Included in FMIS	*
83	Integrated video solutions	( ) Yes (•) No	Several partners	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	(•) Yes ( ) No	Included in FMIS	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
85		(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - RTA Sourcewell Pricing 2025 (1).xlsx - Tuesday October 29, 2024 09:05:37
- Financial Strength and Stability - RTA Financial Strength Documentation.pdf - Friday October 25, 2024 10:47:48
- Marketing Plan/Samples - RTA Marketing Samples (4).pdf - Tuesday October 29, 2024 09:05:51
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - RTA_SLA (3).pdf - Friday October 25, 2024 13:54:37
- Requested Exceptions - RFP_102924_Master_Agreement_Fleet Management Technologies (1).docx - Friday October 25, 2024 14:59:34
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Trevor Shackett, Proposal Specialist, Ron Turley Associates, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	☑	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	☑	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	☑	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	☑	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	☑	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	☑	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	☑	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	☑	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	☑	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	☑	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	☑	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	☑	1

CITY OF SANTA FE, NM

#20250318-120538502

Issued
March 18, 2025

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April 17, 2025

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Prepared for

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albolyanatz@santafenm.gov
(505) 955-5512

Zander with City of Santa Fe, NM,

RTA: The Fleet Success Company is pleased to submit this quote for your review.

Since 1979, RTA has been the leading and most trusted partner for over thousands of public and private fleets across North America. Our Fleet Management Information Systems (FMIS) and consulting services, proudly serve government, transit, transportation, waste disposal, and school bus fleets with unmatched experience and expertise.

Since July 2017, RTA has collectively saved its customers over $230 Million, while saving each fleet an average of 96 workdays per year when using our solutions and services. It's one of the many ways we carry out our mission to help fleets succeed.

Using RTA Fleet360 to manage all asset types, inspections, work orders, preventive maintenance, parts, fuel, and motor pool will empower you to increase asset availability, keep costs under control, boost operational efficiency, and improve organization-wide communications.

Once you've reviewed the proposal, please reach out to me with any questions or feel free to sign if you're ready! We sincerely appreciate the opportunity to partner with City of Santa Fe, NM on your path to fleet success.

Helping Fleets Succeed,



Shauna Barker
sbarker@rtafleet.com
https://meetings.hubspot.com/sbarker

To schedule a follow-up meeting to discuss this quote or anything else, please see my calendar link: https://meetings.hubspot.com/sbarker

Proposed Fleet Management Solution

Quantity	Unit Cost	Products & Services	Total Price
2,875	$53.04 / year	RTA Platinum Tier SaaS - Assets (Unlimited Users) Track your organization's assets, and UNLIMITED user logins with our Platinum Tier FMIS software. RTA FMIS Includes: Vehicle Information | Preventive Maintenance (PM) Scheduling | Parts Inventory Tracking | Parts-Kit Functionality | Purchase Orders | Work	$152,490.00 / year

Quantity	Unit Cost	Products & Services	Total Price
		Orders | Repair Histories | Mechanic Productivity Tracking | RTA Mobile App | Customizable Dashboards | Over 40+ Reports. Platinum Tier Benefits: API Access | Motor Pool | Shop Scheduler | RTA Inspect | Annual Fleet Optimization Consultation | TEN (10) FREE Tickets to RTA Conferences annually. Always Included: RTA Technical Support | Updates & Enhancements | Simultaneous Backups | Webinar Access | Unlimited Virtual Training Classes | Embedded Guided Tours & Tutorials.	
1	$12,500.00 / year	RTA Annual Fleet Coaching Up to 50 Fleet Coaching Hours per year as well as one (1) annual 2-day onsite included for interview of fleet team and overview of operation with recommended operational improvements. Includes development of personalized "Fleet Success Roadmap" for your organization.	$12,500.00 / year
1	$34,950.00	Fleet Valet Premium Includes: White glove account setup White glove data import, conversion, and validation Additional dedicated virtual group training for your organization RTA Virtual Specialist for Go-Live Date Special assistance with PM Scheduling Diagnostic Fleet Assessment with RTA Consulting SSO Setup Three (3) days of onsite training Plus additional three (3) days of onsite training	$34,950.00

Annual subtotal	$164,990.00
One-time subtotal	$34,950.00
Total	**$199,940.00**

Comments

Locked-in rate: 5 years

Pricing Breakdown Per Year:

- **Year 1:** $199,940
- **Year 2:** $164,990
- **Year 3:** $164,990
- **Year 4:** $164,990
- **Year 5:** $164,990

Sourcewell ID #020221-RTA

Terms & Conditions

By proceeding with the acceptance & signing, the signer agrees to the proposed fleet management solution listed above, RTA Agreement Terms of Service on behalf of City of Santa Fe, NM. Please read these terms carefully prior to e-signing this service agreement.

Proposal Acceptance

Signature

Before you sign, you must verify your identity by clicking "Verify to sign" and then following the prompts in the verification email.

Zander Bolyanatz
albolyanatz@santafenm.gov

Verify to sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2025

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

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

PRODUCER	CONTACT NAME: Gordon Gaisford
Gaisford Insurance Agency 6832 N. 24TH DRIVE #3 Suite 3 PHOENIX AZ 85015	PHONE (A/C, No, Ext): (602)242-6188 FAX (A/C, No): (602)242-6115 E-MAIL ADDRESS: gaisins@hotmail.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
RON TURLEY ASSOCIATES, INC 17437 N 71ST DRIVE STE 110 GLENDALE AZ 85308	INSURER A : TRAVELERS INSURER B : TRAVELERS INSURANCE INSURER C : BEAZLEY INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2541101572 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			ZPP-16P86732	6/6/2024	6/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BA-5Y001852-24-I5-G	6/6/2024	6/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			CUP-5Y003114	6/6/2024	6/6/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	PROFESSIONAL LIABILITY INCLUDING CYBER SECURITY			V10B55241501	6/3/2024	6/3/2025	PER CLAIM AGGREGATE	2,000,000 2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
Attn: Kayla M. Conner
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gordon Gaisford/GG

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Ron Turley Associates , LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

17437 n 71st Dr, STE 110

Requester's name and address (optional)

6 City, state, and ZIP code

Glendale, AZ 85308

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	6	-	0	6	2	1	6	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Yvon Burka | **Date** 4/9/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Services Offered to the City of Santa Fe (2024)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

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

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

_____ Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-26 - 7:52:49 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: May 28, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

Via: Eric Candelaria, ITT Department Director EC

From: Joshua Chandler, Contract Administrator

Subject: Amendment 1 to Professional Services Contract Item #24-0453

Vendor Name: TEKSystems Global Service LLC

Munis Vendor Number: 5810

ITEM AND ISSUE:

Request for Approval of Amendment #1 to Professional Servies Agreement Item#24-0453 To Increase the Compensation Amount by $1,478,447.10 and Extend the Current Term by Three Years, Effective Through July 12th, 2028. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250016.

BACKGROUND AND SUMMARY:

TekSystems Global Service LLC will provide comprehensive Service Category 6 Systems Administration Services, delivering detailed documentation that strategically differentiates between IT production and support functions, operational responsibilities, and critical communication channels for both IT and business personnel. The service encompasses robust support for AS400 daily production operations, including efficient management of password resets, user profile configurations, and technical troubleshooting for City Staff. Additionally, the engagement includes dedicated assistance to the City IT Department through weekly tape backup procedures, comprehensive billing processes, and generation of operational reports specific to AS400 systems. Throughout the Advanced Utilities Billing data migration process, TekSystems Global Service LLC will provide continuous and seamless support, ensuring uninterrupted service during and after the transition.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ERP/Fund 325

Munis Org Name/Number: ITT Enterprise Resource Planning/3253950

Munis Object Name/Number: Other Consulting/510340

Budget Officer / Designee: ALEXIS LOTERO (Jun 4, 2025 13:23 MDT) **Date:** 06/04/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The procurement method is the State of New Mexico General Services Department State Price Agreement (SPA) #30-00000-23-00080DE which expires on February 8, 2028.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montaño **Date:** 06/04/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria Eric Candelaria (May 28, 2025 10:42 MDT) **Title:** _____ **Date:** 05/28/2025

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:

Amendment 1 of Professional Services Contract Item #24-0453

Professional Services Contract Item#24-0453

Statewide Price Agreement Amendment 1 #30-00000-23-00080DE

Quotes

TEKSystems Inc COI

TEKSystems Inc W9

Item#_____
Munis Contract#3250016
Original Contract Item # 24-0453
SWPA#: 30-00000-23-00080DE

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES CONTRACT
ITEM #24-0453

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated July 12, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **TEKsystems Global Service, LLC** (the "Contractor").

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide project management services for IT-related projects for the City.

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 $1,478,447.10 including New Mexico gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of ninety-four dollars ($94.00) per hour for Business Analyst services and one hundred twenty-five dollars ($125.00) per hour for Project Manager services, where such compensation shall not exceed one million seven hundred thirty-seven thousand two hundred thirty-one dollars and sixty cents

($1,737,231.60), including gross receipts tax. The New Mexico gross receipt tax levied on the amounts payable under this Contract totaling one hundred forty-two thousand, two hundred thirty-five dollars and eighty-four cents ($142,235.84) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed one million seven hundred thirty-seven thousand two hundred thirty-one dollars and sixty cents ($1,737,231.60). 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 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 those services in excess of the total compensation amount being provided.

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and replaced with the following:

This contract shall not become effective until approved by the city. This Contract shall terminate on July 12, 2028, in accordance with NMSA 1978, Sections 13-1-150 through 152, unless terminated pursuant to paragraph 5 (Termination) or 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:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster 06/11/2025
_____
EMILY OSTER, FINANCE DIRECTOR

CONTRACTOR:
TEKsystems Global Service, LLC

Travonne Crayton
_____
Travonne Crayton, Senior Manager of Operations

DATE: 05/27/2025
NMBTIN: 02395509000

Item #: 24-0453
Munis Contract #: 3204772 3250016
SWPA/GSA/Coop/RFP/ITB#: 30-00000-23-00080DE

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 TEKsystems Global Service, LLC, 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 Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129; 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 Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

TEKsystems will provide Service Category 6 Systems Administration Services.

- Service will create and provide documentation, delineating between IT production support, operational duties, and providing tracing to IT and business staff.
- Support will be provided as needed for AS400 daily production issues that include password resets, new profile setup, troubleshooting City Staff issues.
- Assist City IT Dept Staff with weekly tape back-up, billing and reports associated with AS400 operations.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Service Category 6 Systems Administration Services for the City, as set forth in this Agreement. 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 at the one hundred fifteen dollars ($115.00) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed two hundred fifty eight thousand seven hundred eighty four dollars and fifty cents ($258,784.50), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling nineteen thousand five hundred eighty-four dollars and fifty cents ($19,584.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed AMOUNT ($258,784.50). 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 those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **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 **12 months from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 6 and 14, 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

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 construction 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 13 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 13 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 13 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 Agreement 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 5 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, 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 Agreement, 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 Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement 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 Contract is issued against the state or agency Master Agreement, established and maintained by the (State of New Mexico General Services Department), #30-00000-23-00080DE State of New Mexico Statewide Price Agreement, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

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. **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.

C. 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:

City of Santa Fe
1600 St. Michaels Dr. Build #24
Mouton Hall
Santa Fe, NM 87501

To the Contractor:

TEKsystem
2155 Louisiana NE Suite 4100
Albuquerque, NM 87110

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 Agreement, 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 Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement 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 Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 Agreement.

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:

Alan Webber (Jul 12, 2024 16:09 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 12, 2024

CONTRACTOR:

Sophia Tieu

SOPHIA TIEU

TITLE: SENIOR MANAGER OF OPERATIONS SUPPORT – CONTRACTS TEAM

DATE: Jun 7, 2024

CRS#: 02395509000

Registration #: _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 07/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Jun 7, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

~~ITT Infrastructure Svcs 6203650.510310~~

ITT Enterprise Resource Planning 3253950.510340

AJH

Docusign Envelope ID: E88BBA68-24F6-471C-B682-A26280C18C49

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000019969
TEKsystems, Inc.
P.O. Box 198568
Atlanta GA 30384-8568

Contact: Sam Dickey, Eli Renner
Email: sdickey@TEKsystems.com
erenner@teksystems.com
Telephone No.: (505) 872-6317 M: (505) 453-7195
(888)519-0076

Contract Number: 30-00000-23-00080DE

Amendment No.: One

Term: February 9, 2024 – February 8, 2028

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Lucy Vigil-Rendon (505) 629-2297

Procurement Specialist: Yuliastuti Wulandari YW

Telephone No.: (505) 469-2248

Email: Yuliastuti.Wulandari@gsd.nm.gov

Title: Information Technology Professional Services

This amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Revise Article 33 – Additional Provisions

See Amendment No. 1 for details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

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State of New Mexico

General Services Department, State Purchasing Division
Information Technology Agreement

General Services Contract Amendment
Statewide Price Agreement No.: 30-00000-23-00080DE
Amendment No.: One

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **General Services Department, State Purchasing Division**, hereinafter referred to as the "Procuring Agency," and **TEKsystems Global Service LLC,** hereinafter referred to as the "Contractor".

The purpose of this Amendment is to revise Article 33 – Additional Provisions in its entirety.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Article 33 – Additional Provisions

a. Reporting:

The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report and Fee Due Date:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Contractor agrees to utilize the New Mexico Quarterly Sales report provided by State Purchasing Division. The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Detailed instructions can be found on page one of the excel Quarterly Sales Report.

Reports must be submitted via email to:
GSD.QuarterlyUsageR@gsd.nm.gov

New Mexico State Purchasing Division Quarterly Sales Report- template can be located at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

A list of New Mexico State Agencies can be located at:
https://www.nm.gov/departments-and-agencies/

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b. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the New Mexico State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues derived from the New Mexico State Agencies and local public bodies. The Contractor shall indicate the contract number **30-00000-23-00080DE** on the quarterly sales report and remit payment, no later than thirty days following the end of each quarter. State Purchasing Division only accepts check payments.

Payments must be submitted via U.S. mail to:

New Mexico State Purchasing Division
Attention: Compliance
P.O. Box 6850, Santa Fe, New Mexico 87502

All other Articles and Deliverables of the original contract remain the same.

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: Eli Renner Date: 8/29/2024
Eli Renner
TEKsystems Global Service LLC

Approved for legal sufficiency:

By: Jason Clack Date: 8/29/2024
Jason Clack, General Counsel
Department of Information Technology

Approved for financial sufficiency:

By: Eve Banner Date: 8/29/2024
Eve Banner, Chief Financial Officer
New Mexico Department of Information Technology

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

BTIN: **02-395509-000**

By: Ann Marie Lucero Date: 8/29/2024
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

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Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: Date: 9/3/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: Dorothy Mendonca Date: 9/3/2024

State Purchasing Agent
State Purchasing Division

DocuSign

Certificate Of Completion

Envelope Id: E88BBA6824F6471CB682A26280C18C49 Status: Completed

Subject: 30-00000-23-00080DE A001 Information Technology Professional Services - TEKsystems, Inc

Source Envelope:

Document Pages: 5 Signatures: 6 Envelope Originator:

Certificate Pages: 6 Initials: 3 Yuliastuti Wulandari

AutoNav: Enabled 1100 S Saint Francis Dr

EnvelopeId Stamping: Enabled Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada) Yuliastuti.Wulandari@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

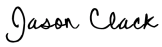
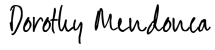
Status: Original Holder: Yuliastuti Wulandari Location: DocuSign

8/12/2024 5:44:25 PM Yuliastuti.Wulandari@gsd.nm.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: General Services Department Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/12/2024 5:48:12 PM Viewed: 8/13/2024 7:41:31 AM Signed: 8/13/2024 7:41:36 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Eli Renner erenner@TEKsystems.com Regional Controller Security Level: Email, Account Authentication (None)	Eli Renner Signature Adoption: Pre-selected Style Using IP Address: 216.152.105.24	Sent: 8/13/2024 7:41:38 AM Resent: 8/19/2024 2:18:34 PM Resent: 8/26/2024 8:44:47 AM Viewed: 8/26/2024 9:27:49 AM Signed: 8/29/2024 12:05:49 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2024 8:18:19 AM ID: 301f8e86-02e0-462f-890c-ae0f28514198		
Ann Marie Lucero annmarie.lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Signing Group: 33300 - CRS Verification Security Level: Email, Account Authentication (None), Login with SSO	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192	Sent: 8/29/2024 12:05:51 PM Viewed: 8/29/2024 12:06:44 PM Signed: 8/29/2024 12:09:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910		
Eve Banner Eve.Banner@doit.nm.gov Eve T. Banner, CFO DoIT Security Level: Email, Account Authentication (None)	Eve Banner Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.237	Sent: 8/29/2024 12:09:49 PM Viewed: 8/29/2024 1:19:59 PM Signed: 8/29/2024 1:20:27 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116		
EPMO epmo@doit.nm.gov State of New Mexico, Dept of Information Technology Signing Group: 36100 - EPMO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/19/2023 3:10:28 PM ID: e00b03a4-ad65-4ad1-8658-6bae1fc1746e	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.40.4	Sent: 8/29/2024 1:20:29 PM Viewed: 8/29/2024 1:23:59 PM Signed: 8/29/2024 1:24:02 PM
Jason Clack Jason.Clack@doit.nm.gov General Counsel DoIT Signing Group: 36100 - General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/2/2024 10:42:31 AM ID: b05cd15d-ec9e-4243-938f-416518acd8d6	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.135	Sent: 8/29/2024 1:24:04 PM Viewed: 8/29/2024 1:36:14 PM Signed: 8/29/2024 1:36:58 PM
Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Signing Group: 36100 - Cabinet Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79	 Signature Adoption: Drawn on Device Using IP Address: 164.64.127.3	Sent: 8/29/2024 1:37:00 PM Viewed: 9/3/2024 8:39:11 AM Signed: 9/3/2024 8:39:20 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/3/2024 8:39:22 AM Viewed: 9/3/2024 11:20:19 AM Signed: 9/3/2024 11:20:23 AM
Yuliastuti Wulandari yuliastuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/3/2024 11:20:24 AM Viewed: 9/4/2024 9:23:42 AM Signed: 9/4/2024 9:23:47 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/12/2024 5:48:12 PM
Certified Delivered	Security Checked	9/4/2024 9:23:42 AM
Signing Complete	Security Checked	9/4/2024 9:23:47 AM
Completed	Security Checked	9/4/2024 9:23:47 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Contract Cover Page

Awarded Vendor:
000019969
TEKsystems, Inc.
P.O. Box 198568
Atlanta GA 30384-8568

Contact: Sam Dickey, Eli Renner
Email: sdickey@TEKsystems.com
erenner@teksystems.com
Telephone No.: (505) 872-6317 M: (505) 453-7195
(888)519-0076

Contract Number**:** **30-00000-23-00080DE**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Shawn Elkins- (505) 629-2297

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No**.:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

Title**:** **Information Technology Professional Services**

Term**:** February 9, 2024 thru February 8, 2028

Awarded Categories:
TEKsystems Inc.

1	**Application Support and Development Services**
2	**IT Project Management, Planning, & Analysis Services**
3	**Database Management Services and Business Intelligence**
5	**End User Support Services**
6	**Systems Administration Services**
7	**Network Services**
8	**IT Security Services**
13	**IT Business and Process Consulting Services**

This attached Contract is made subject to the "terms and conditions" as indicated.

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STATE OF NEW MEXICO

General Services Department, State Purchasing Division
Information Technology Agreement

STATEWIDE PRICE AGREEMENT NO. 30-00000-23-00080DE

This Information Technology Professional Services Statewide Price Agreement ("SWPA") is made by and between the State of New Mexico, **General Services Department, State Purchasing Division,** and **TEKsystems Global Service LLC,** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq;* and Procurement Code Regulations, NMAC 1.4.1 *et.seq;* Contractor has held itself out as expert in providing the Information Technology Professional Services ("ITPS") identified in the Scope of Work contained herein, and the General Services Department has selected the Contractor as an offeror advantageous to the State of New Mexico for providing such services; and

WHEREAS, all terms and conditions of the **30-00000-23-00080DE** IT Professional Services Request for Proposals and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Entity.
B. "Application Deployment Package" means the centralized delivery of business-critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
C. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" means a request to modify an express provision of a Professional Services Agreement entered pursuant to this SWPA, including a request to amend any such Agreement.
E. "Chief Information Officer (CIO)" means the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico, or the CIO of a Procuring Entity, or the Designated Representative of a CIO.
F. "Confidential Information" means any information that is not subject to inspection under the Inspection of Public Records Act.
G. "Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

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H. "Contractor" means any entity that has a contract with a Procuring Entity.

I. "Contractor Intellectual Property" means any and all proprietary information owned by, licensed to or created by a Contractor, other than Procuring Entity Intellectual Property.

J. "Contract Manager" means a Qualified person from the Procuring Entity responsible for all aspects of the financial administration of a Professional Services Agreement. The same person may serve as the Contract Manager and the Executive Level Representative.

K. "Default" or "Breach" means a failure to perform an obligation owed under this this SWPA, or under a Professional Services Agreement entered pursuant to this SWPA, or preventing another Party's performance of its obligations under either agreement.

L. "Deliverable" means any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work in a Professional Services Agreement.

M. "Designated Representative" means a substitute(s) for a title or role, when the primary is not available.

N. "Desirable" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

O. "Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

P. "DoIT" means the Department of Information Technology.

Q. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to a device, code, software, application or program, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

R. "Escrow" means holding any property or instructions by a third-party agent, pursuant to the terms and conditions of an escrow agreement that specifies contingencies that trigger actions by the escrow agent.

S. "Executive Level Representative or ELR" means the individual empowered with the authority to represent and make decisions on behalf of the Procuring Entity's executive or his/her Designated Representative. An ELR and a Contract Manager may be the same person.

T. "GRT" means New Mexico gross receipts tax.

U. "Hosting" means providing data storage, transfer and retrieval processes, and also includes all services relating to ongoing operation and maintenance of a data storage, transfer and retrieval system. Hosting also refers to Software as a Service (SaaS) and similar solutions. "Hosting" does not mean professional services relating to the design or implementation of a "Hosting" solution.

V. "Independent Verification and Validation (IV&V)" means the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Entity.

W. "IT" means Information Technology.

X. "Know How" means all tangible and intangible property or information including, but not limited to, all equipment, devices, documents, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the

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enablement of any Procuring Entity Intellectual Property or Deliverable under a Professional Services Agreement.

Y. "Payment Invoice" means a Contractor's request for payment of Services issued in compliance with Article 3 of this Agreement.

Z. "Price Agreement (SWPA)" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a Professional Services Agreement, if the ordered services are within the scope of work and quantity limitations of the Price Agreement.

AA. "Procuring Entity" means any eligible user who enters into a Professional Services Agreement to procure services offered under this SWPA.

BB. "Procuring Entity Intellectual Property**"** means any-and-all proprietary information, confidential information, or Know How owned by, licensed to, or created for a Procuring Entity.

CC. "Professional Services Agreement (PSA)" means contracts used to procure specific professional services or deliverables off of a SWPA, as provided in Article 2(B).

DD. "Project" means a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget.

EE. "Project Manager" means a Qualified person designated or accepted by the Procuring Entity to be responsible for overseeing and coordinating a Project from initiation to close.

FF. "Qualified" means demonstrated experience performing specified Professional Services.

GG. "Quality Assurance" means a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

HH. "Services" means the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

II. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific ITPS.

JJ. "State Purchasing Agent (SPA)" means the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

KK. "State Purchasing Division (SPD)" means the State Purchasing Division of the General Services Department for the State of New Mexico.

LL. "Software" means all operating system and application software used by the Contractor to provide the Services under this Agreement.

MM. "Operation and Maintenance" means the set of activities which ensure consistent implementation of the originally Accepted (baseline) product set, or that result in corrections, insertions, deletions, extensions, and Enhancements to the baseline system to ensure promised functionality.

NN. "Source Code" means the human-readable programming instructions organized into sets of files which represent the business logic for an application.

OO. "Turnover Plan" means the written plan developed by the Contractor and approved by the Procuring entity in the event that the work described in this Agreement transfers to another vendor or the Procuring Entity.

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PP. "Unit Rate" means a pricing mechanism linked to a period of time (e.g., hourly, daily, weekly), to a quantity (e.g., per item, per-person, per-device, per location), to an event (e.g., per-call, per-visit, per-scan) or to some combination of these.

Additional Definitions Specific to IT Professional Services:

1. "Experience Level" means the number of years of experience for the subject IT Professional Service Category, and includes the following levels:
   a. Junior level is (between) 1 - 4 years;
   b. Mid-level is (more than) 4 years and (less than) 7 years; or
   c. Senior level is (more than) 7 years.
2. "Funding Commitment Achieved" means the Federal E-Rate funding achieved for the customer.
3. "IT Professional Services (ITPS)" mean the IT Professional Service Categories defined in Article 26, excluding:
   a. Any form of tangible personal property,
   b. Equipment,
   c. Hardware,
   d. Software, Licensed software,
   e. Website software tools, hosting or internet access,
   f. Transport of voice or data communications outside the requirement of the service categories. For example, website application development and maintenance and support are included. However, Website software tools, hosting or Internet access are out of scope,
   g. Subscription services other than Information Technology Research and Advisory Services. Subscription services for all other Categories are excluded.
4. "IT Professional Services Categories" means IT Professional Services for which Contractor has been awarded a SWPA, and specifically identified in Exhibit A to this Agreement. The IT Professional Services defined for all categories are provided in Article 26 of this Agreement.
5. "Key Staff" means the Qualified Personnel proposed as the client engagement manager/key point of contact and proposed technical lead(s) for each IT Professional Service Category.
6. "Local Area Network (LAN)" means a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings.
7. "Maximum Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel. This rate does not include state gross receipts tax or local taxes.
8. "Public School Capital Outlay Council (PSCOC)" means the body with responsibility to approve allocations for public school capital outlay assistance.
9. "Public School Facilities Authority (PSFA)" means the agency under the PSCOC charged with responsibility for overseeing projects and shall serve as the owner's representative for work performed under this RFP.
10. "Qualified Personnel" means employees or subcontractors employed by the Contractor who,

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by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training and experience, has successfully demonstrated ability to identify and solve or resolve problems relating to the subject matter, the work, or the project and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

11. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific IT professional services.
12. "Subscription Services" means a business model that a customer pays a recurring price to use or access and shall apply only to IT Professional Service Category 11, "Information Technology Research and Advisory Services and as defined in IT Professional Services in item (3.g) above." Subscription services for all other service categories are excluded.

ARTICLE 2 – SCOPE OF WORK

A. SWPA Scope of Work. The scope of work is to establish multiple statewide price agreements of qualified vendors based on standards across all IT Professional Services, from which state agencies and other eligible purchasers can select from various qualified IT Professional Services Contractors. The various IT Professional Services are limited to those defined in Article 26 of this Agreement. Contractors are to assume that all on-site work will be performed at a Procuring Entity office in New Mexico unless otherwise approved by the Procuring Entity contracting for services. The items NOT included in the scope of this Agreement are defined in Article 1(3).

B. PSA Scope of Work. Contractor shall provide those Professional Services that are required to accomplish the Scope of Work established in Exhibit 1 to a PSA. Links to the PSA are provided below:

1. Professional Services Agreement (PSA) for Non-Staff Augmentation
2. Professional Services Agreement (PSA) for Staff Augmentation

C. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Entity the Performance Measures set forth in this SWPA and in a PSA.

D. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit 1 to a PSA.

E. Subscription Service. If a PSA procures a subscription service, Contractor hereby grants Procuring Entity a non-exclusive, irrevocable license to use, the service, and any and all updates, corrections, and revisions to the service, for the term specified in the PSA.

F. Procuring Entity IP Rights.

1. Rights to Software. The Procuring Entity will own all rights, title, and interest in

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and to the Procuring Entity's Intellectual Property, Know-How, and the Deliverables, provided by the Contractor. The Contractor will take all actions necessary and transfer ownership of the Deliverables, Procuring Entity Intellectual Property and Know How to the Procuring Entity, without limitation, on Final Acceptance or as otherwise provided in a PSA.

2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of Procuring Entity Intellectual Property.

3. Rights to Data. Any and all Procuring Entity data stored on the Contractor's servers or within the Contractor's custody is the sole property of the Procuring Entity. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Entity's data in any manner, or provide it to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall protect Procuring Entity data as required by law or a PSA, and in no case with less rigor than Contractor uses to protect its own confidential data.

ARTICLE 3 – COMPENSATION

A. Basis of Compensation. Procuring Entity will pay Contractor pursuant to Paragraph B of this section, subject to the maximum price set for each Deliverable stated in the PSA, less retainage, if any, identified in that agreement.

The applicable unit prices for professional services by category are set forth in Exhibit A to this SWPA.

Upon request of the Procuring Entity, Contractor shall provide satisfactory evidence of applicable unit pricing.

B. Maximum Compensation. Total maximum compensation for a procurement off of this SWPA shall be specified in the PSA, and shall be inclusive of estimated GRT, as applicable. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Entity pays to Contractor, will equal the maximum total amount. In no event will Procuring Entity pay Contractor for any amount that exceeds the maximum total amount without the PSA being amended in writing.

C. Invoicing. Procuring Entity shall pay Contractor upon Procuring Entity's Acceptance of Contractor's detailed and certified Payment Invoice(s). Each Payment Invoice shall identify the Deliverable and, as applicable, unit pricing. Unit pricing shall specify the unit price category, associated price, the number of units delivered per price category, the total invoiced amount for the number of units delivered per price category, the tax locations where services were performed and received, the applicable GRT rate and the GRT amount. Unless otherwise specified in a PSA, Contractor shall submit invoices monthly, and upon the acceptance of each Deliverable.

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Contractor shall create and maintain contemporaneous time and expenditure records that indicate the date, time, nature, personnel and unit rate of services rendered pursuant to a PSA, and provide those records to the Procuring Entity upon request.

The invoiced amount for a deliverable shall be the lesser of the itemized billings for the actual units delivered based on the unit rate pricing specified in a PSA, or the maximum total amount specified for a deliverable, less any retainage. Procuring Entity will not pay more than the maximum total amount if billed units exceed the maximum total amount.

D. Taxes. Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Entity harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

E. Retainage. A PSA may include a Retainage provision that authorizes the Procuring Entity to retain a percentage of the amount due under each Contractor invoice pending interim or final acceptance of a Deliverables or Deliverables. A Procuring Entity shall release all retained amounts to Contractor as specified in a PSA.

F. Rate Changes.

1. Maximum Unit Rates shall not increase for the four-year term of this Agreement. Contractor may request annual rate increases, that shall not exceed the increase in the Consumer Price Index since the last rate setting. At any time during the term of this Agreement, Maximum Unit Rate reductions are encouraged and shall be submitted to DoIT and SPD for review and approval resulting in a written amendment to the SWPA. Authorized price increases under this Agreement shall only be applied prospectively, and shall not apply to an existing PSA.

2. A Procuring Entity is encouraged to negotiate pricing, not to exceed the maximum price for services awarded, with any Contractor on a SWPA.

3. This Agreement may not be extended if the Contractor does not adhere to all terms and conditions of this Agreement, including administrative reporting and fee submission.

4. The Contractor, its employee(s) and subcontractor(s), if any, shall be independent contractors and not employees of the State of New Mexico.

5. Contracts issued under this Agreement, shall be performed under the direction of a Procuring Entity and services will be performed only as specified in an executed PSA.

ARTICLE 4 – ACCEPTANCE

A. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No final payment

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or release of retainage shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit 1 to the PSA.
2. Complies with the terms and conditions of the SWPA and PSA.
3. Meets the performance measures for the Deliverable(s) specified in the PSA and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the deliverable(s); and
5. Complies with all the requirements of this SWPA and the PSA.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

B. Rejection. Unless the Executive Level Representative gives notice of rejection within the twenty (20) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement.

The Procuring Entity may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Entity may terminate this Agreement.

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ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE STATE PURCHASING AGENT.

The initial term of the Agreement shall be for four (4) years, effective upon signature of the last of all required signatories. The contract term, including extensions and renewals, shall not exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. Grounds. A Procuring Entity may terminate a PSA for convenience or cause. The Contractor may only terminate a PSA based upon an uncured, material breach of the PSA by the Procuring Entity.

B. Appropriations. A Procuring Entity may terminate a PSA, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of a PSA. The Procuring Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Entity terminates this Agreement pursuant to this subsection, the Procuring Entity shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Entity Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the Procuring Entity shall give Contractor written notice of termination of a PSA at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Entity written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall identify:

(i) all the Procuring Entity's material breaches of this SWPA or the PSA upon which the termination is based; and

(ii) state what the Procuring Entity must do to cure such material breaches. Contractor's notice of termination shall only be effective:

a. if the Procuring Entity does not cure all material breaches within the thirty (30) day notice period; or

b. in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Entity 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, a Procuring Entity may immediately terminate a PSA upon written notice to the Contractor if:

(i) the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Entity;

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(ii) during the term of the PSA , the Contractor is suspended or debarred by the State Purchasing Agent; or

(iii) the PSA is terminated pursuant to Paragraph B of this Article.

D. Liability. Except as otherwise expressly allowed or provided under this SWPA or the PSA, the Procuring Entity's sole liability upon termination shall be to pay for acceptable work performed prior to the termination date; provided, however, that a termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this SWPA or PSA. The Contractor shall submit an invoice for such work within thirty (30) days of the termination date of a PSA. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT OR A PSA.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event a PSA is terminated for any reason, or upon expiration of the PSA, and in addition to all other rights set forth in this Agreement and the PSA, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Entity property in which the Procuring Entity has a financial interest and any and all data, Know How, Intellectual Property, inventions, data or property of the Procuring Entity;
2. Incur no further financial obligations for materials, Services, or facilities under the PSA without prior written approval of the Procuring Entity;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Entity may direct, for orderly completion and transition;
4. Take such action as the Procuring Entity may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Entity is not liable for any costs arising out of termination and that the Procuring Entity is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Entity's programs;
7. In the event that this Agreement or a PSA is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Entity's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Entity the full amount of the reduction;
8. Should this SWPA or a PSA terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Entity for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this SWPA or a PSA is terminated for any reason, or upon the expiration of either, the Contractor shall develop and submit to the Procuring Entity for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures

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that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Entity and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Entity or created by the Contractor under this Agreement, to the Procuring Entity, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Entity, the Contractor shall provide to the Procuring Entity a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Entity or created by the Contractor.

B. Procuring Entity. In the event this SWPA or a PSA is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this SWPA or a PSA, the Procuring Entity shall:

1. Retain ownership of all work products and documentation created by Contractor pursuant to a PSA; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Entity, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source that arises out of Contractor's performance of, or failure to perform, this Agreement or a PSA. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by electronic mail, with a receipt confirmation, the legal counsel of the Procuring Entity, the Risk Management Division of the New Mexico General Services Department, and DoIT.

B. The indemnification obligation under this Agreement or a PSA shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits asserted against or payable by an indemnified party. Money due or to become due to the Contractor under this Agreement or a PSA may be retained by the Procuring Entity, as necessary, to satisfy any indemnity obligation owed by Contractor pursuant to this Agreement.

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ARTICLE 9 –– INTELLECTUAL PROPERTY

A. Ownership. Unless otherwise specified in a PSA, Procuring Entity shall be considered the creator and owner of all Procuring Entity Intellectual Property arising from the performance of a PSA by Contractor. Procuring Entity shall own the entire right, title and interest to all such Intellectual Property worldwide, and, other than in the performance of this Agreement or a PSA, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Procuring Entity Intellectual Property to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall notify the Procuring Entity, within fifteen (15) Business Days, of the creation of any Procuring Entity Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Procuring Entity Intellectual Property vests in the Procuring Entity and shall take no affirmative actions that might have the effect of vesting all or part of the Procuring Entity Intellectual Property in any entity other than the Procuring Entity. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Entity, Contractor hereby acknowledges and agrees to grant to the Procuring Entity and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless Procuring Entity, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under a PSA infringes any Intellectual Property right of a third party, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Entity based upon Contractor's Intellectual Property infringement relating to any product or Services provided under a PSA, the Contractor agrees to reimburse the Procuring Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Entity shall:

1. Give the Contractor written notice of any infringement claim as soon as practicable;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Entity Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the Procuring Entity the right to continue using the product or service and fully indemnify the Procuring Entity against all claims that may arise out of the Procuring Entity’s use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value

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of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Entity to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

The Contractor expressly warrants that the Deliverable(s) specified in a PSA will comply with the terms of the PSA, with Contractor's official published specifications for the Deliverables and with all generally accepted industry standards applicable to the Deliverables. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. This warranty extends two (2) years after final acceptance, unless a different (longer/shorter) duration is specified in a PSA.

ARTICLE 12 – CONTRACTOR PERSONNEL: *(*Key Staff and Qualified Personnel)

A. Contractor Personnel. Contractor's Qualified Personnel are listed by level of experience on **Exhibit A**, attached hereto. Contractor's Key Staff are those individuals considered by the Procuring Entity to be mandatory to the work to be performed under a PSA and identified in such. Contractor's Qualified Personnel and Key Staff identified in a PSA shall not be diverted from performing services under that agreement without the prior written approval of the Procuring Entity.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Entity.

C. Qualifications**.** For all personnel, the Procuring Entity reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Entity approval. The Procuring Entity, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Entity reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Entity, meeting the Procuring Entity's expectations.

D. Non-Competition**.** Unless otherwise specified in a PSA, Contractor's employment agreement or contract with a person or subcontractor who performs services for a Procuring Entity under a PSA may not include a covenant not to compete or other term that would prevent, penalize

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or impede such person from pursuing or obtaining employment with, or directly contracting to provide services for, Procuring Entity, any other New Mexico public employer, or any other contractor of Procuring Entity. Contractor shall not enforce any such provision of a pre-existing employment agreement or contract. Procuring Entity shall not offer to directly employ any Personnel who have been identified in a PSA in effect fewer than six (6) months.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents are independent contractors performing professional Services for the Procuring Entity and are not employees of the State of New Mexico. The Contractor and its agents shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement or a PSA. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement or a PSA; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement or a PSA, the Contractor shall immediately disclose such fact to the Procuring Entity.

ARTICLE 14 – CHANGE MANAGEMENT

A. Changes. No provision of a PSA, including the Scope of Work, shall be changed without written approval of the Executive Level Representative. A change that affects any of the following shall only be made through an Amendment:

1. Deliverable requirements;
2. Any Deliverable that extends the termination date specified in a PSA;
3. Compensation of any Deliverable that exceeds the maximum amount specified for that Deliverable;
4. Maximum compensation;
5. Mutually agreed termination; or
6. Addition or deletion of Professional Service categories or levels.

Any other change may be made, at the discretion of the Executive Level Representative, through a written change order.

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B. Change Request Process. In the event Contractor requests a change, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
   a. the name of the person requesting the change;
   b. a summary of the requested change;
   c. the start date for any change;
   d. the reason and necessity for the change;
   e. the elements to be altered; and
   f. the impact of the change.
2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. The Executive Level Representative shall prepare and process an amendment for any change subject to Paragraph A(1)-(6) of this Article. All decisions made by the Executive Level Representative are final. A change, or amendment, as applicable, becomes a part of the PSA and is binding.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If IV&V Professional Services are used or required to be used for the Project associated with a PSA, the Contractor shall cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings;
3. Supplying the IV&V vendor with any other material as directed by the Project Manager; and
4. Any other cooperation specified in a PSA or reasonably necessary to facilitate IV&V oversight objectives.

ARTICLE 16 – CONTRACT DEFAULT/BREACH/REMEDIES

In case of Default and/or Breach by the Contractor, the Procuring Entity and the State of New Mexico may procure Deliverables owed, but not provided, by Contractor from another source and hold the Contractor responsible for any resulting excess costs. Contractor shall also be liable for other direct damages.

Contractor shall not be liable for indirect, consequential or special damages resulting from a default or breach unless (1) the Procuring Entity's right to recover, and the nature of, any such damages are expressly identified in a PSA, or (2) Contractor is entitled to be indemnified against a claim for any such damages under an insurance agreement.

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ARTICLE 17 – INSURANCE REQUIREMENTS

A. Commercial Liability Insurance. Contractor and its subcontractors shall maintain occurrence-based general liability coverage with minimum limits of $1 million per occurrence and $2 million aggregate per year. If a PSA requires Contractor to deliver, deploy or design Intellectual Property, Contractor's general liability insurance shall include personal and advertising injury coverage applicable to the associated risks. Procuring Entity and the State of New Mexico shall be identified as additional named insureds under all coverage obtained to comply with this Paragraph 17(A).

B. Professional Liability Insurance. Contractor and its subcontractors shall maintain professional liability (errors & omissions) coverage applicable to the Professional Services provided under a PSA. This coverage shall have minimum limits of $2,000,000 per claim/aggregate. If this insurance is written on a "claims made" basis, then the policy shall provide "tail coverage" for claims asserted within three (3) years after termination of the PSA.

C. General Insurance Requirements. Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. Certificates showing required coverages shall be delivered to the Procuring Entity prior to beginning any activity provided for under a PSA. All certificates of insurance shall require the insurer, its broker or agent to provide DoIT with thirty (30) days advance notice of any termination or non-renewal of coverage identified in a certificate. DoIT and the SPD may request complete copies of Contractor's insurance agreements, including endorsements, at any time.

ARTICLE 18 – EXTRA-CONTRACTUAL (TORT) LIABILITY

Contractor shall be liable for damages resulting from injury to persons and/or property if and to the extent the injury was caused by or due to the breach of any extra-contractual (tort) duty owed by Contractor or any of its agents, and relating in any way to a PSA, or to the Deliverables under any such agreement. Contractor's extra-contractual liability extends to Procuring Entity, third parties and/or employees of the Procuring Entity and to the State of New Mexico, and encompasses any remedy that may exist under law or equity.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or of a PSA, including a claim for money due or to become due, without the prior written approval of this approval authorities for the relevant agreement.

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ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of this Agreement's approval authorities, and shall not subcontract any portion of a PSA without the written approval of the Procuring Entity.

Subcontracting shall not relieve the Contractor from any of its obligations and liabilities under this Agreement, or under any PSA. Nor shall any subcontracting obligate Procuring Entity to make any payment to a subcontractor.

B. Responsibility for Confidentiality. The Contractor must not disclose Confidential Information to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement or a PSA.

C. Documentation**.** Upon the request of a Procuring Entity, Contractor shall provide copies of all approved subcontracts. Contractor shall also provide Procuring Entity with any document or information requested to evaluate a proposed subcontract or the performance of any subcontractor.

D. Performance**.** This Agreement may be terminated at the discretion of DoIT or SPD if Contractor engages in excessive subcontracting, experiences defaults relating to subcontracted work, or engages in other abusive subcontracting practices under a PSA.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement or a PSA releases the Procuring Entity, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under a PSA.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Entity or, developed by the Contractor based on information provided by the Procuring Entity in the performance of a PSA shall be kept confidential and shall not be made available to any individual or organization outside the Contractor by the Contractor without the prior written approval of the Procuring Entity. Contractor shall protect Confidential Information as required by law or as specified in a PSA. In no event shall a Contractor protect Procuring Entity Confidential Information with less rigor than Contractor protects its own confidential data. Contractor shall not make available or provide Confidential Information to any third party absent Procuring Entity’s prior written approval.

Upon termination of a PSA, Contractor will deliver all Confidential Information in its possession to Procuring Entity within thirty (30) Business Days of the termination, Contractor acknowledges

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that Contractor's failure: (a) to deliver such Confidential Information to Procuring Entity, or (b) to protect and keep Confidential Information secret may result in Procuring Entity's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under this Agreement or under a PSA. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 – CLOSEOUT, RECORDS AND AUDIT

A. All records and activities of Contractor shall be subject to financial and performance audits in the discretion of SPD, DoIT, the Procuring Entity, the Department of Finance and Administration (DFA) and the State Auditor's Office as required by applicable oversight rules, authorities or a PSA. Contractor shall fully cooperate with all lawful audit requests and processes, and shall produce any records, including Contractor's internal records, as required to facilitate auditing. Confidentiality shall not be a basis for withholding any record, but Contractor may request confidential treatment of its internal records as authorized by law.

B. Contractor shall maintain its internal records relating to this Agreement, or to a PSA, for three years after the relevant agreement terminates.

C. Contractor shall cooperate with the Procuring Entity in providing public records held by Contractor that are responsive to a lawful public records request.

D. Within ninety (90) days of termination of this Agreement, or a PSA, as applicable, Contractor shall transfer to the State contracting party, all data and records received from or created for that party by Contractor, and shall confirm that Contractor has destroyed, pursuant to mutually agreed criteria specified in a PSA or applicable law, any duplicate copies of all such data and records under Contractor's control. These requirements do not supersede any more specific requirements established by law, this Agreement or of a PSA.

E. Contractor shall comply with any additional project closeout requirements specified by DoIT or a Procuring Entity and incorporated into a PSA.

ARTICLE 25 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected

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to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement or any PSA, Contractor agrees to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 26 – IT PROFESSIONAL SERVICES CATEGORIES

1. Application Development Services

The purpose of this category is to provide complete development and support of the varied and numerous applications that are created, maintained, and owned by the State.

Brief Description of Services: Services may include computer programming, on premise; documenting; testing; writing and maintaining the source code, regardless of infrastructure; all processes between the conception and final manifestation of the software in a planned and structured manner; and/or bug fixing involved in creating and maintaining applications and frameworks using a standard software development life cycle. Development may include research, new development, prototyping, modification, re-use, re-engineering, maintenance, or any other activities that result in software products. Services may include the necessary knowledge of commercial off-the shelf software (COTS) platforms, web/mobile application design, content development, client-side/server-side scripting, or web server, development. Design, develop, and implement information systems that include designing or building a customized architecture and/or application, integrating it with new or existing hardware, custom software, and/or communications infrastructure.

Expected typical skills in, knowledge about, and experience with may include:

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1) A mainframe environment - COBOL, PL/I, JCL, CICS, DB2, C/C++, IBM OS 390, and IBM AS400;
2) N-tier platform programming services - .NET, C# or Java and related technologies including VB.NET, XML, VBScript, JavaScript, HTML, Eclipse, ASP, .NET framework, web services/WCF, and mobile application development;
3) Client/Server (including three tiered architectural environments). – Java, J2EE C/C++, Cold Fusion/Adobe Suite of products, PowerBuilder, Micro Focus Cobol, Visual Basic, Perl, C# and .NET, CSS, and Oracle DBMS;
4) Structured Query Languages/Stored Procedures, indexes, triggers, and functions
5) The various stages of SDLC such as design, development testing, and deployment of applications;
6) Software testing to include planning, constructing, and executing automated tests, product tests, system tests, unit tests, load tests, volume tests, network tests as well as integration with release control process;
7) COTS implementations;
8) Design and creation of web and mobile applications, including user experience improvements;
9) System domains, object/data models, wire frames, prototypes, flowcharts and use cases;
10) Experience with common environments and frameworks such as (but not limited to): ASP.NET and ASP.NET MVC Frameworks, ColdFusion, CGI Java, PHP, Apache, FileMaker, IBM DB2, Microsoft SQL Server, MySQL, Oracle, PostgreSQL, or Sybase, Web2.0, WebSphere, Java / J2EE/JEE, PERL / CGI, PHP, XML / HTML / DHTML, SOAP, Jasper, content management systems;
11) Enterprise application systems integration and implementation including both COTS and custom applications;
12) Designing, programming, converting, installing, system training, managing and maintaining applications and application interfaces/systems, testing (all levels), implementation and cutover planning, and data conversion/migration for the implementation of the systems;
13) Implementation of infrastructure solutions capable of cost-effectively supporting business goals; or
14) Designing and building enterprise-level data integration and data transformations solutions.
15) Any cloud technologies that are specific to a cloud vendor or any technologies that are listed above that can be leveraged in the cloud platform.
16) Any rapid application development tools.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Mandatory Qualifications	
Degree Level	Not Applicable.
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of related experience.
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**

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Senior-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of experience.
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Management Information Systems, Software Engineering, Software Development; **or**
Professional Certifications	Any relevant certification that applies to the above listed expected skillset.

2. IT Project Management, Planning, and Analysis Services

The purpose of this service is to provide the support and management professional services needed to execute, using best practices, IT projects from inception to closeout.

Brief Description of Services: Project management services should be provided in accordance with IT industry best practices such as described in the Project Management Institute's *A Guide to the Project Management Body of Knowledge (PMBOK Guide)*, and in standards and requirements as provided by the State of New Mexico's Chief Information Officer (CIO).

Project management, planning and analysis includes developing and maintaining project charters, project plans, schedules, risk and issue logs, mitigation strategies, communication plans, resource/capability plan, and executive briefings, evaluation and design, planning for or directing large-scale integration efforts, and implementing IT standards and guidelines, managing scope, requirements, schedule and budget, training plans, and transition to operations.

It is desired that personnel hired as project managers have Project Management Professional (PMP) certification.

Expected typical skills in, knowledge about, and experience with may include:

1) Assisting with management and planning of IT initiatives in areas such as: cost benefit analysis, return on investment (ROI), gap analysis, requirements definition, systems analysis, contingency/mitigation/risk planning, disaster recovery/business continuity planning; business process analysis, documentation and process improvements;
2) Analyzing data to determine/recommend solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services;
3) Conducting research and industry surveys, and performing studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems, including emerging technologies and trends, standards, and products as required;
4) Designing / development of IT specifications, models, architecture and guidelines;
5) Full system development life cycle and various industry software project management approaches;

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6) Development and management of standard project artifacts such as project charter, project plan, scope, objectives, schedules, process maps, data flow diagrams, architectural diagrams, implementation strategies, and project management plans;
7) Interfacing directly with varied stakeholders: executive steering committees, project teams, contract teams, technical, business, and management teams;
8) Follow all specifications and guidelines including, but not limited to, Project Certification Committee (PCC), Technical Architectural Review (TARC) processes and documentation where applicable;
9) Business process analysis/modeling and organizational change management as applicable to project planning;
10) Developing, enhancing, and maintaining user documentation for multiple applications including documentation required for the operations provider; or
11) Composition of use case and scenario designs.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associate Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; or
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology or Project Management; and
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management.
Professional Certifications, any one	Project Management Professional (PMP) certification, Project Management Institute Agile Certified Professional (PMI-ACP), or Certified Scaled Agile Framework® (SAFe) enterprise.

3. Database Management and Business Intelligence Services

Brief Description of Services: Services may include for on-premise or cloud platform: creating logical and physical data models, planning, designing, programming, converting, installing, training, implementing security, and maintaining database systems in stand-alone, integrated, or networked configurations, database administration, modification and upgrade including system performance analysis, database upgrading and performance tuning, data extract/transform/load (ETL), stored procedure development, query optimization and data migration, managing and monitoring production databases in an N-tier environment, automated routine backups and refreshes, and data recovery. Provide ongoing database support to help ensure operations of day-to-day functionality. Develop design documentation, test plans, user manuals, and operations plans and instructions.

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Developing and executing functional test plans for systems and applications, including developing test data sets and scenarios.

Business intelligence (BI) services include the transformation of raw data into meaningful and useful information for business analysis purposes. These services are capable of handling large amounts of unstructured data to help identify, develop, and otherwise create and allow for the easy interpretation of these large volumes of data including dashboards. Identifying new opportunities and implementing an effective strategy based on insights can assist the State of New Mexico with policy, planning, and informed decision making.

Expected typical skills in, knowledge about, and experience with may include:

1) Any RDBMS or cloud specific database engines including, but not limited to: MS SQL Server, Oracle DBMS including engineered solutions and appliances, MySQL, DB2 and/or IBM DB2; including data modeling, stored procedures, indexes, triggers, data processing flowcharting techniques;
2) Database structures, theories, principles, and practices;
3) Managing, monitoring, designing, building, installing, configuring, and supporting database infrastructure servers;
4) Database performance monitoring, management, tuning and troubleshooting;
5) Applicable data privacy practices and laws and appropriate data masking techniques;
6) Ability to conduct research into database issues, standards, and products as needed;
7) Data entry operations including the ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen;
8) Data entry operations including duties utilizing automated equipment, including electronic keyboard, display screen, and sorted memory;
9) Data entry operations including ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques;
10) Supporting a wide range of business decisions ranging from operating to strategic business decisions. Strategic business decisions include priorities, goals, and directions at the broadest level;
11) Data derivation/Data import from external data and from internal sources;
12) Transforming raw data into meaningful and useful information, and developing and documenting algorithms. May include establishing a methodology and including any assumptions.
13) Business Intelligence: Multidimensional aggregation and allocation; de-normalization, tagging and standardization;
14) Business Intelligence: Establishment and design of object level design tools;
15) Business Intelligence: Real-time reporting with analytical alert; interface with unstructured data source; group consolidation, budgeting and rolling forecast;
16) Business Intelligence: Statistical inference and probabilistic simulation;
17) Business Intelligence: Key performance indicators optimization; version control and process management; open item management;
18) Business Intelligence: Providing historical, current, and predictive views of business operations; or

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19) Business Intelligence: Reporting, online analytical processing, analytics, data mining, process mining, complex event processing, business performance management, benchmarking, text mining, machine learning/predictive analytics, and prescriptive analytics.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Mandatory Qualifications	
Degree Level	Not Applicable.
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of related experience.
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of experience.
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field

5. End User Support Services

Brief Description of Services: Services may include, but not be limited to, support, problem solving, training users in how to use their computer hardware and software, ; conducting evaluations of service/help desk effectiveness as a whole, conducting evaluations of individual service/help desk performance; and documentation of service/help desk procedures in both electronic and hard copy media. the installation of commercial off-the-shelf (COTS) desktop and other end point products, optimizing system performance, system imaging (i.e., ghosting), desktop problem analysis and resolution, configuration, set-up, and installation of personal computers (PCs), printers, scanners, and other PC peripherals. PCs widely used by the State of New Mexico include common operating systems/platforms in business use, typically Windows variants, Linux variants, and Apple variants. Support of tablets and cell phones and other mobile devices is desirable. Support of leading-edge through end-of-life or near end-of-life operating systems is optimal.

Expected typical skills in, knowledge about, and experience with may include:

1) PC and desktop hardware;
2) PC internal components;
3) Hands-on hardware troubleshooting;
4) Equipment support;
5) Current protocols, operating systems, and standards, including the ability to operate tools, components, and peripheral accessories, technical manuals, procedural documentation, and OEM guides;
6) Ability to conduct research into PC issues and products as required;
7) Issue/ticket tracking systems; or

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8) Demonstrated customer service and strong communication skills.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or computer related field such as Computer Engineering, Information Systems.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, MCSA: Windows 10, MCSE: Desktop Infrastructure**.**

6. Systems Administration Services

Brief Description of Services: Services may include, but not be limited to planning, configuration, and programming services in support of operating systems and utility installations for operating systems, such as Cloud platform, Windows, and Linux open-source variants. Planning and configuration in support of file servers, application servers, database servers, virtual servers, VM support services, remote site integration, Active Directory domain setup/support/administration, user account and password management, support of computer storage devices attached direct/fiber/other and storage area networks (SAN), backup/restore support, performance tuning, and capacity planning.

Expected typical skills in, knowledge about, and experience with may include:

1) Standard system administrator tools and processes;
2) Networking/distributed computing environment concepts;
3) Providing general system administration and maintenance activities including backup;
4) Ability to write scripts in a particular administrative language;
5) Principles of routing client/server programming, design of consistent network-wide file system layouts;
6) Developing plans for disaster recovery, backup, archiving, and retrieval;
7) Understand the business application of technical support and design in an application development environment; or
8) Ability to work with multiple teams to identify the strategic direction of systems management activities.

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Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	Microsoft Certified Solutions Expert (MCSE), Red Hat: RHCSA and RHCE Linux Professional Institute (LPI): LPIC System Administrator, CompTIA Server+, VMware Certified Professional – Data Center Virtualization (VCP-DCV), ServiceNow Certified System Administrator

7. Network Services

Brief Description of Services: Services may include, but not be limited to, selection and installation of network systems, technology and connectivity services involving data networks, communications services (e.g., VOIP technologies, wireless), LAN/WAN Integration, LAN/WAN Development and Upgrade, and LAN/WAN Support. Services may also include communications systems, LAN business and technical requirements, VPN support, connectivity and interoperability, feasibility and constraints, security requirements, etc., development of design documents pertinent to the integration of two or more LANs; pertinent to the integration of two or more LANs via a WAN; conceptual and/or detailed design reports, network diagrams, etc. Communications / LAN / WAN Support typically includes cloud IAAS, on-site and off-site operation, technical communication, problem determination, and diagnosis.

Expected typical skills in, knowledge about, and experience with may include:

1) Installing, configuring, and maintaining organization's network;
2) Voice/Data Engineering to include directing and participating in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements including all technology and connectivity involving telecommunications and data networks;
3) Audio/visual, teleconferencing, and voice mail equipment;
4) Design, implementation, and overall performance, security, and availability of the entire LAN/WAN/MAN for enterprises, designing network topology between sites such as data centers, field offices, and DR sites;
5) Build, maintain, and administer external and internal networks;
6) Reviewing, planning, and evaluating network systems;
7) Monitoring network infrastructure devices for availability and uptime;

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8) Network security controls;
9) Developing enterprise networks and security design architecture in a multiple site environment;
10) Provide consultation to business area management and staff at the highest technical level for all aspects of LAN/WAN design and configuration in multi-server environment;
11) Design, build, implement, monitor systems, networks, and applications, Microsoft networking concepts, back office products;
12) Performing system backups on its internal and external web network servers;
13) Troubleshoot network systems and recommend improvements to network; or
14) Providing tactical and strategic input on overall network planning and related projects.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, Cisco CCNA Certification, Cisco CCNP Certification, Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert (MCSE)**.**

8. IT Security Services

The purpose of this category is to provide the state with both tactical and strategic cyber-security support services for the purposes of securing critical state IT resources, systems, and data.

Brief Description of Services: Services may include: advisory services relating to the secure design and deployment of computer systems, LAN/WAN, Firewalls, Virtual Private Networks (VPN), wireless networks and access, access/identity management, Intrusion Detection Systems (IDS), Intrusion Prevention Systems (IPS), logging/monitoring, Security Operation Center (SOC)/Network Operation Center (NOC) deployment, Application/Software Security, Cloud Computing, Online Payment Systems, Mobile/Web Platforms, and all related policy and procedure development. Advise, comply, and provide

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audit services relating to and including technical control assessment, policy assessment, regulatory compliance assessment, baseline assessment, and fit-gap and security roadmap development. Technical evaluation of deployed systems via penetration testing, scanning, or other means to include routers, switches, mainframe infrastructure, physical servers, virtual servers, enterprise systems, firewalls, identity management solutions, online payment systems, VPN, IDS, IPS, applications, mobile deployments, and any/all associated network appliances. Forensic and emergency incident response capabilities include triage, remediation, response, after-action, and mitigation services relating to cyber-security incidents. Training, education, and other awareness services at all levels of technical competency.

Expected typical skills in, knowledge about, and experience with may include:

1) Information technology security including standards implementation from NIST, inclusive of SSA and IRS control frameworks and testing;
2) Planning, coordinate, and implement security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information;
3) Performing security audits on hardware and software;
4) Appling basic understanding of networking/distributed computing environment concepts;
5) Encrypting data transmissions and erect firewalls to conceal confidential information;
6) Document computer security and emergency measures, policies, and procedures;
7) Reviewing violations of computer security procedures and communicating findings with management;
8) Applying security principles, techniques, and procedures to planned network designs;
9) Laws, legal codes, government regulations, executive orders, and agency rules related to security;
10) Developing and implementing an ongoing risk assessment program targeting information security and privacy matters;
11) Penetration testing and security audits of systems;
12) Forensic and emergency incident response capabilities, to include tools, techniques, and procedures;
13) Networking/distributed computing environment concepts;
14) Secure wireless routing;
15) Complex problem resolution, and root cause analysis at every level;
16) Managing all aspects of access to specified systems to include customer needs resolution;
17) Business application of security support and design in an application development environment;
18) Coordinating on all jobs with infrastructure and operations teams to identify the security perspective in strategic systems management planning;
19) Working with and organizing key IT and business offices and governance groups to develop security policies, standards and guidelines;
20) Planning and implementing network security audits and audits; develop and implement corrective measures; or
21) Developing plans for disaster recovery/ backup and archiving.

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Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CEH – Certified Ethical Hacker CISM - Certified Information Security Manager CompTIA Security+ CISSP: Certified Information Systems Security Professional GSEC: GIAC Security Essentials ECSA: EC-Council Certified Security Analyst GPEN: GIAC Penetration Tester**.**

Professional Certifications, any one	Any training and IT related certifications.

13. IT Business and Process Consulting Services

Brief Description of Services: Services include providing business consulting in the areas of business development, business process management, change management, leadership, customer relationship, organizational design, development, and efficiency consulting for the public/government. Provision of these services may include a wide variety of specializations such as computer science, information systems/technology, and human resource business and process consulting.

Services may include helping state government improve performance, primarily through the thorough analysis of existing business problems and development of plans for improvement. Services may include management consultants to gain external, and more objective advice and recommendations, to gain access to the consultants' specialized expertise.

Consultancies may also provide organizational change management assistance, development of coaching skills, technology implementation, strategy development, or operational improvement services. Business consultants may propose for customer approval their own methodologies or frameworks to guide the identification of problems, and to serve as the basis for recommendations for more effective or efficient ways of performing business tasks.

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Expected typical skills may include:

1) Excellent written and oral communication skills;
2) The ability to leverage knowledge of theory, principle, practices or technology in the relevant discipline(s) or field of specialization;
3) The ability to present ideas across multiple audiences and environments using business-friendly and user-friendly language;
4) Be highly self-motivated and directed, with keen attention to detail;
5) The ability to effectively prioritize and execute tasks in a high-pressure environment;
6) The ability to work well with teams and communicate with variety of stakeholders;
7) Exemplary ability to perform problem analysis, problem solving, and communicate potential solutions to customer's unique problems; and
8) Collaborate with the customer to keep them informed of progress and make relevant decisions.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Junior-level	(Between) 1 – 4 years of experience as described above: **or**
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Mid-level	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements (Does NOT replace the Mandatory Qualifications above)	
Degree Level	Any other Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area
Professional Certifications, any one	Six Sigma, Lean Six Sigma, or any related IT related certifications, if any.

ARTICLE 27 – MERGER, SCOPE AND ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement supersede any conflicting term or condition in a PSA. The terms of a Purchase Order supersede any conflicting term or condition in a PSA. Neither Contractor nor a Procuring Entity shall purport to delete or modify any term of this Agreement in the terms and conditions of a PSA or Purchase Order. An invalid provision in this Agreement or a PSA is severable. If a clause, sentence, or paragraph of this Agreement or a PSA is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement or a PSA, which can be given effect without the invalid provision.

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B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants, and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, 4, requests, demands, or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or ce1tified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For State Purchasing Agent

State Purchasing Agent P.O. Drawer 6850
Santa Fe, NM 87502-0110

For DoIT

Eve Banner, Acting ASD Director and CFO
Department of Information Technology
Phone: 505-827-0023
Email: eve.banner@doit.nm.gov
P.O. Box 22550
Santa Fe, NM 87502-2550

For CONTRACTOR

Eli Renner
TEKsystems Global Service LLC
2155 Louisiana Boulevard NE, Suite 4100
Albuquerque, New Mexico 87100
Phone: 505-453-7195
Email: erenner@TEKsystems.com

Corporate Address:
4737 Race Road
Hanover, MD 21076

Any change to the Notice individual or the address shall be effective only in writing.

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ARTICLE 29 – GENERAL PROVISIONS

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

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

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 othe1wise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee or employer shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public or by a private employer.

4. 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 Agreement may be terminated by the Procuring Entity.

5. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. Contractor agrees to submit to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement. These provisions do not preclude the parties to a PSA from mutually agreeing, at the time a dispute arises, to resolve the particular dispute through mediation or binding arbitration. Any agreement to submit a prospective dispute to binding arbitration is null and void.

6. Waiver. A party's failure to require strict performance of any provision of this Agreement 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 Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights

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shall be effective to waive any other rights.

7. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

8. Background Check. Contractor shall comply with any background check requirements and processes required by law or specified by a Procuring Entity upon inception of a Professional Services Agreement and before performing any Services for the Procuring Entity.

9. Work Location. Except as expressly authorized by a Procuring Entity and the State of New Mexico Office of Cybersecurity in an approved, written exception request, Contractor, its subcontractors and any of their personnel must physically perform any services contracted by the State of New Mexico in the United States. This includes any work that is performed offsite or remote. A PSA may specify more restrictive work location requirements.

ARTICLE 30 – SURVIVAL

Provisions of this Agreement, and of any PSA, that by their intent, nature or effect are enforceable post-termination, shall survive the termination notwithstanding the cause of termination of this agreement. This includes, but is not limited to, the terms of the Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and the terms of all warranties, licenses, and escrow agreements.

ARTICLE 31 – CALCULATION OF TIME

Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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ARTICLE 33 – ADDITIONAL PROVISIONS

1. Administrative Reporting.

The Contractor agrees to provide a Utilization Report to SPD in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by Procuring Entity name. The report shall be accompanied by a check payable to the SPD for an amount equal to three-quarters of one percent (1.00%) of the total sales for the period. The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories below may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: Eli Renner Date: 2/6/2024
Eli Renner
TEKsystems Global Service LLC

Approved for legal sufficiency:

By: Kyle Duffy Date: 2/6/2024
Kyle Duffy, Deputy General Counsel
Office of Governor Michelle Lujan Grisham

Approved for financial sufficiency:

By: Eve Banner Date: 2/6/2024
Eve Banner, Chief Financial Officer
New Mexico Department of Information Technology

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

BTIN ID Number: 02-395509-000

By: Ann Marie Lucero Date: 2/6/2024
Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

DocuSign Envelope ID: 9D81BE80-1495-41E7-A623-7C85120E9179

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: 2/6/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: _____ Date: 2/6/2024

State Purchasing Agent
State Purchasing Division

Effective 2/9/24

This Contract was signed on behalf of the State Purchasing Agent

MS

EXHIBIT A – UNIT RATE PRICE SHEET

IT Professional Service Category No.	IT Professional Service Category	Unit Rate Type (e.g. $ per-hour, $ per-device, $ per-user, $ per-license, $ per-event)*	Maximum Unit Rate ($) for the IT Professional Service Category Experience Level					
			ONSITE			OFFSITE		
			A. Junior Level	B. Middle Level	C. Senior Level	D. Junior Level	E. Middle Level	F. Senior Level
1	Application Support and Development Services	Per-Hour	87	110	135	87	140	185
2	IT Project Management, Planning, & Analysis Services	Per-Hour	90	110	135	90	110	140
3	Database Management Services and Business Intelligence	Per-Hour	97	117	150	97	130	150
4	Geospatial Technological Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
5	End User Support Services	Per-Hour	40	45	50	40	60	70
6	Systems Administration Services	Per-Hour	75	100	115	75	100	150
7	Network Services	Per-Hour	75	100	115	75	100	150
8	IT Security Services	Per-Hour	90	100	115	90	100	150
9	Independent Verification and Validation Service	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
10	Computer Aided Design	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
11	IT Research and Advisory Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
11	IT Research and Advisory Services as a Subscription Service	Complete APPENDIX E-1						
12	**IT Training Services	Complete APPENDIX E-2						
13	IT Business and Process Consulting Services	Per-Hour	140	160	190	140	160	175
14	Marketing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
15	E-Rate Consulting Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
16	IT Professional Proposal and/or Grant Writing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
17	Electronic Content Management (ECM) Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
18	Data Conversion Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a

DocuSign

Certificate Of Completion

Envelope Id: 9D81BE80149541E7A6237C85120E9179
Status: Completed
Subject: DE 30-00000-23-00080 - TEKsystems Global Services LLC
Source Envelope:
Document Pages: 38
Signatures: 6
Certificate Pages: 6
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
1100 S Saint Francis Dr
Santa Fe, NM 87502
Raelynn.Lujan@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/5/2024 3:43:20 PM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.231.22.174 Signed using mobile	Sent: 2/5/2024 3:44:43 PM Viewed: 2/5/2024 3:50:22 PM Signed: 2/5/2024 3:50:39 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Eli Renner erenner@TEKsystems.com Regional Controller- Contracts Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.152.105.26	Sent: 2/5/2024 3:50:43 PM Viewed: 2/6/2024 9:02:14 AM Signed: 2/6/2024 9:05:44 AM
Electronic Record and Signature Disclosure: Accepted: 2/6/2024 9:02:13 AM ID: 1993abad-afd9-4738-ae6d-fa3244bf11af		
Ann Marie Lucero AnnMarie.Lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192	Sent: 2/6/2024 9:05:47 AM Viewed: 2/6/2024 9:41:12 AM Signed: 2/6/2024 9:41:41 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910		
Kyle Duffy Kyle.Duffy@exec.nm.gov Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.112.186	Sent: 2/6/2024 9:41:44 AM Viewed: 2/6/2024 9:49:03 AM Signed: 2/6/2024 9:49:07 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/26/2023 11:10:43 AM ID: 89fad968-5a4e-498e-bc91-4e3924a7ad14		
Eve Banner Eve.Banner@doit.nm.gov Eve T. Banner, CFO DoIT Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.232	Sent: 2/6/2024 9:49:11 AM Viewed: 2/6/2024 10:26:48 AM Signed: 2/6/2024 10:27:28 AM
Electronic Record and Signature Disclosure: Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116		
Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 164.64.125.64	Sent: 2/6/2024 10:27:31 AM Viewed: 2/6/2024 11:19:09 AM Signed: 2/6/2024 11:19:24 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 164.64.62.10	Sent: 2/6/2024 11:19:27 AM Viewed: 2/6/2024 12:54:35 PM Signed: 2/6/2024 12:54:39 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		
Raelynn Lujan raelynn.lujan@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/6/2024 12:54:42 PM Viewed: 2/9/2024 8:13:03 AM Signed: 2/9/2024 8:13:28 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2024 3:44:43 PM
Envelope Updated	Security Checked	2/6/2024 2:07:25 PM
Certified Delivered	Security Checked	2/9/2024 8:13:03 AM
Signing Complete	Security Checked	2/9/2024 8:13:28 AM
Completed	Security Checked	2/9/2024 8:13:28 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

2155 Louisiana NE
Suite 4100
Albuquerque, NM 87110
(505) 872-6317

634584.6063

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Project Management, Planning & Analysis Services

March 5, 2025

Price Agreement # 30-00000-23-00080DE
NM Tax ID # 02-395509000
Federal Tax ID # 52-2010575
D.F.A. Vendor Number 0000019969
DUNS # 96-5762909

Total Quote for funds: $634,584.60

IT Project Management, Planning & Analysis Services
3 Business Analyst needs at 2080 hours each

Hourly Rate x Hours + GRT = Total Price

$94.00/hour x 6240 Hours = $586,560.00 x 8.1875% = $634,584.60

***Please provide a copy of the Scope of Work for review by TEKsystems before the contract is submitted.**

2155 Louisiana NE
Suite 4100
Albuquerque, NM 87110
(505) 872-6317

Quotation for the City of Santa Fe

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Project Management, Planning & Analysis Services

March 5, 2025

Price Agreement # 30-00000-23-00080DE
NM Tax ID # 02-395509000
Federal Tax ID # 52-2010575
D.F.A. Vendor Number 0000019969
DUNS # 96-5762909

Total Quote for funds: $843,862.50

IT Project Management, Planning & Analysis Services
3 Project Manager needs at 2080 hours each

Hourly Rate x Hours + GRT = Total Price

$125.00/hour x 6240 Hours = $780,000.00 x 8.1875% = $843,862.50

***Please provide a copy of the Scope of Work to review by TEKsystems before the contract is submitted.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2024

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

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

PRODUCER Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087 License#: 57081	**CONTACT NAME:** Certificates **PHONE (A/C, No, Ext):** 610-526-9130 **FAX (A/C, No):** 610-526-2021 **E-MAIL ADDRESS:** altus@altuspartners.com
INSURED TEKsystems, Inc 7437 Race Road Hanover MD 21076	CERTTEK-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE Property and Cas Ins Co	20699
INSURER B : ACE American Insurance Company	22667
INSURER C : Indemnity Ins Co of N Am	43575
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1100793172 **REVISION NUMBER:** Standard

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X $1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			G48930116	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 3,000,000 $ $ 3,000,000 $ 3,000,000 $ 3,000,000
B B	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			H11352467 (OWNED) H11352327 (HNOA)	11/30/2024 11/30/2024	11/30/2025 11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $100000			G27926691 010	11/30/2024	11/30/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C72613168 (AOS) C7261320A (AZ CA MA) C72613247 (WI)	11/30/2024 11/30/2024 11/30/2024	11/30/2025 11/30/2025 11/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ALLEGIS GROUP HOLDINGS, INC

2 Business name/disregarded entity name, if different from above.

TEKSYSTEMS, INC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7437 RACE ROAD

6 City, state, and ZIP code

HANOVER, MD 21076

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	8	–	3	8	5	8	5	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Michael A Brion **Date** 3 April 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

For Customers of TEKsystems, Inc

Why is a W-9 being provided for an entity other than TEKsystems, Inc?

In accordance with the W-9 instructions (which can be found at www.irs.gov/pub/irs-pdf/fw9.pdf):

> Page 3, Specific Instructions, Line 1, e "disregarded entity":
> The owner of a disregarded entity is the name shown on Line 1 of the form W-9. The disregarded entity's name is reported on Line 2, "Business name/disregarded entity name".
>
> Page 4, Part I. Taxpayer Identification Number (TIN):
> Enter the owner's EIN. Do not enter the disregarded entity's EIN.

The W-9 should be provided by the owner of a disregarded entity.

TEKsystems, Inc is a disregarded entity, for US tax purposes, with a single owner that is a US person, Allegis Group Holdings, Inc.

Accordingly, Form W-9 is provided by **Allegis Group Holdings, Inc**.

Does TEKsystems, Inc have an EIN for other purposes?
Yes, it is 52-2010575.

What entity should we remit payment to?

PLEASE REMIT PAYMENT TO THE ENTITY AND ADDRESS LISTED ON THE INVOICE. PLEASE DO NOT REMIT PAYMENT TO ALLEGIS GROUP HOLDINGS, INC.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2024

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

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

PRODUCER
Altus Partners, Inc.
201 King of Prussia Road STE100
Radnor PA 19087

License#: 57081

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 610-526-9130 **FAX (A/C, No):** 610-526-2021
E-MAIL ADDRESS: certs@altuspartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Cas Ins Co	20699
INSURER C : Indemnity Ins Co of N Am	43575
INSURER D : Federal Insurance Company	20281
INSURER E :	
INSURER F :	

INSURED
TEKsystems, Inc
7437 Race Road
Hanover MD 21076

CERTTEK-01

COVERAGES **CERTIFICATE NUMBER:** 190272572 **REVISION NUMBER:** Std + P/F

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X $1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	G48930116	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 3,000,000 $ $ 3,000,000 $ 3,000,000 $ 3,000,000
A A	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	H11352467 (OWNED) H11352327 (HNOA)	11/30/2024 11/30/2024	11/30/2025 11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 100,000	Y	Y	G27926691 010	11/30/2024	11/30/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	C72613168 (AOS) C7261320A (AZ CA MA) C72613247 (WI)	11/30/2024 11/30/2024 11/30/2024	11/30/2025 11/30/2025 11/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Professional Liability/Cyber Fidelity (3rd Party)			G71085193 004 J0638612A	11/30/2024 11/30/2024	11/30/2025 11/30/2025	($5M SIR) $5M per cl $5,000,000 $5,000,000	$5,000,000 Agg Per Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

•The General, Auto and Excess Liability policies provide Additional Insured status, apply on a Primary and Non-Contributory basis, and includes a Waiver of Subrogation if required by the Certificate Holder per a written contract executed prior to the date of loss. •The Workers' Compensation policy includes a Waiver of Subrogation and provides Alternate Employer status if required by the Certificate Holder per a written contract executed prior to the date of loss where permissible. •Producer will endeavor to send written notice to the Certificate Holder 30 days prior to cancellation of any policy listed above.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE

The Purchasing Memo

Date: June 11, 2025

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

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director EC.

Subject: Purchasing Entity Contract for Verizon Wireless

Vendor Name: Verizon Wireless

Munis Vendor Number: 2266

ITEM AND ISSUE:

Request for Approval of a Four (4) Year Purchasing Entity Contract Based on Naspo Value Point Cooperative Contract MA#152 for Wireless Voice, Data, and Accessories with Verizon Wireless in the Total Amount of $2,674,170.60. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number 3250648.

BACKGROUND AND SUMMARY:

Verizon Wireless services are needed to maintain critical communication networks that enable emergency responders, police, and fire departments to coordinate effectively during crises and daily operations. The wireless infrastructure supports essential city services like traffic management systems, utility monitoring, and public safety communications that require reliable, high-speed connectivity across urban areas. Many cities also use wireless services to provide public Wi-Fi access, support smart city initiatives with IoT devices, and enable mobile workforce capabilities for city employees working in the field. Additionally, Verizon's network redundancy and priority access features help ensure that government communications remain operational even during emergencies or natural disasters when consumer networks may become overloaded.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Communication/ 514100

Budget Officer / Designee: ALEXIS LOTERO (Jun 12, 2025 14:02 MDT) **Date:** 06/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Naspo Value Point Cooperative Contract #MA-152

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/12/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria (Jun 11, 2025 10:30 PDT) **Title:** Director, ITT **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:
Verizon Wireless Purchasing Entity Contract
Naspo Value Point Cooperative Contract MA#152
Quote - N/A (based on deliverables)
Verizon Wireless COI
Verizon Wireless W9

Item #: _____
Munis Contract #: _____
Master Agreement #: MA152

CITY OF SANTA FE, ITT DEPARTMENT
PURCHASING ENTITY CONTRACT

THIS CONTRACT (this "Contract") is made and entered into by and between the City of Santa Fe, herein after referred to as (the "City "), and **Cellco Partnership d/b/aVerizon Wireless** herein after referred to as (the "Contractor ").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

The Contractor shall perform telecommunications and network services to be provided under the NASPO ValuePoint Master Agreement # MA 152 for W ireless, D ata, V oice, and A ccessories (the "Master Agreement") , and the State of New Mexico General Services Department Statewide Price Agreement # 90-000-18-00008-AD. In the event there are conflicting terms between the NASPO ValuePoint Master Agreement # MA 152 and New Mexico GSD Statewide Price Agreement # 90-000-18-00008-AD, the terms of the New Mexico GSD Statewide Price Agreement shall prevail.

A. All wireless data, voice and accessories offered by Verizon Wireless: https://www.naspovaluepoint.org/portfolio/wireless-data-voice-iot-andaccessories- 2019-2024/verizon-wireless/

The City has elected to participate in Categor(ies):

Category 1: Cellular Wireless Services
Category 2: Equipment and Accessories
Category 3: Turnkey Wireless and IoT Solutions offered as a Product

B. Service management includes 24/7 technical support, service monitoring and reporting, incident response and resolution, and change management.

C. The Contractor shall provide all equipment, software, and personnel to deliver services.

D. The Contractor will maintain compliance with the NASPO ValuePoint Master Agreement #MA152 contract terms.

E. The Contractor will coordinate with agency ITT staff for implementation.

3. **Compensation**

Compensation Schedule: The City shall pay the Contractor based upon fixed prices, per the items listed in the NASPO ValuePoint Master Agreement # MA 152.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates listed in the NASPO ValuePoint Master Agreement # MA 152 , such compensation not to exceed five hundred thirty-four thousand, eight hundred thirty-four dollars and twelve cents ($534,834.12) for the first fiscal year, excluding gross receipts tax (GRT). The total amount for the five-year agreement shall not exceed two million, six hundred seventy-four thousand, one hundred seventy dollars and sixty cents ($2,674,170.60).

Payment shall be made upon the receipt and Acceptance of a detailed, 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 Acceptance. All Payment Invoices MUST BE received by the City no later than thirty (30) days after the termination of this Contract.

C. Retainage Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall begin on the date approved by the City and end on August 11, 2029 **.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Scope of Contract; Merger**

This Contract, together with the Master Agreement, incorporates all the 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 issued against the NASPO ValuePoint Master Agreement # MA 152, established, and maintained by the State of Utah , and through this language hereby incorporates this contract by reference and is included in the order of precedence.

6. **Notice**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

7. **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.

8. **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.

9. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's gross negligence. This limitation of liability shall apply to the fullest extent permitted by law and shall survive the expiration or termination of this Contract.

10. **Incorporation by Reference and Precedence**

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Purchasing Entity Contract in reverse chronological order; (2) the Purchasing Entity Contract, including the scope of work and all terms and conditions thereof; (3) the State of New Mexico Participating Addendum ; (4) the Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions). .

11. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

12. **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.

13. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to

reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

14. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

15. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

16. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

17. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Eric Candeleria, Director of ITT
edcandelaria@santafenm.gov
City of Santa Fe ITT
Department
Mouton Hall, 1600 St Michaels Dr Building 24
Santa Fe, New Mexico 87505

To the Contractor:

Clifton Miller, Sr. Director, State and Local Government Contracting
clifton.miller@verizonwireless.com
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive
Suite 200
Annapolis Junction, MD 20701

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph.

18. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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:

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Cellco Partnership d/b/aVerizon Wireless

NAME: Clifton Miller (Jun 5, 2025 21:13 GMT)

TITLE: Sr. Director

DATE: 06/05/2025

NMBTIN#: 22-3372889

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

verizon

NASPO | ValuePoint

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity: **(STATE) OF UTAH**

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes,

charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

verizon

NASPO ValuePoint

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by-any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: State of Utah, Division of Purchasing and General Services	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:	Signature:
Printed Name: Christopher Hughes	Printed Name: Todd Loccisano
Title: Director	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: Feb 14, 2020	Date: 2/13/2020

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases

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Exhibit 1

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
   b) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
   c) "**Division**" means the Division of Purchasing and General Services.
   d) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
   e) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   f) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   g) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Products delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any applicable federal regulation related to the federal funding, including applicable CFR Appendix II to Part 200, if any, will supersede this Participating Addendum.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all billing records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Participating Entities or any firm identified by the

Division, access to their applicable billing records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
   a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   b. Contractor shall require that each of its Subcontractors to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Contractor represents that to the best of its knowledge, none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

8. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Products delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Participating Entities under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by any applicable laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement by the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order for service that results from this Contract may be terminated in whole or in part at the sole discretion of a Purchasing Entity, if a Purchasing Entity and the Contractor reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects a Purchasing Entity's ability to pay under this Contract. A change of available funds as used in this paragraph means a change in Federal or State funding, whether as a result of a legislative act or by order of the President of the United States or the Governor of the State of Utah.

    If a written notice is delivered under this section, a Purchasing Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of the notice). A Purchasing Entity will not be liable for any penalties, or liquidated damages that accrue after the effective date of said written notice.

13. **SALES TAX EXEMPTION:** The Equipment under this Contract will be paid for from a Purchasing Entity's funds and used in the exercise of a Purchasing Entity essential functions. Upon request, a Purchasing Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request a Purchasing Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Purchasing Addendum.

14. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders and, related pricing documents will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA), t**o the extent they do not contain Customer Proprietary Network Information (CPNI), or other information protected by contract or law,** Contractor gives the Division, the Purchasing Entities, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents,

and invoices in accordance with GRAMA, t**o the extent they do not contain Customer Proprietary Network Information (CPNI), or other information protected by contract or law,** Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Purchasing Entities, and the State of Utah shall make best efforts to inform the Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders and related pricing documents.

15. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. Contractor shall not charge Participating Entities electronic payment fees of any kind.

16. **ELIGIBLE PURCHASING ENTITY PARTICIPATION:** In accordance with 63G-6a-2105, Eligible Purchasing Entities (eligible to purchase under this Participating Addendum) include a public entity, nonprofit organization, or, as permitted under federal law, an agency of the federal government.

17. **INDIVIDUAL CUSTOMERS:** Each Purchasing Entity that purchases Products from this Contract will be treated as individual customers. Each Purchasing Entity will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Purchasing Entity individually. The Division is not responsible for any unpaid invoice.

18. **REPORTS AND FEES:**
    a. Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all CRU purchases (net of any returns, credits, or adjustments) made under this Contract.
    b. Quarterly Reports**:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Purchasing Entity. The quarterly report will be provided in

secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor.

c. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

19. **ORDERING**: Orders will be placed by the using Purchasing Entity directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

20. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Participating Addendum. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

21. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**: Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions The Eligible User may remove any individual for a violation hereunder.

22. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.

23. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

24. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

25. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

26. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
27. **PERFORMANCE EVALUATION**: The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

28. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) any other attachment listed on the Contract Signature Page(s); and (iv) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of a Purchasing Entity, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

30. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Purchasing Entities' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

31. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

32. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2024

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	LM Insurance Corporation	33600
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Verizon Communications Inc.
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570105931959 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY**			TB2691550588144	06/30/2024	06/30/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X Standard Contractual Liability						MED EXP (Any one person)	$10,000
	X XCU Coverage is Included						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
C	**AUTOMOBILE LIABILITY**			AS2-691-550588-124 AOS	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
C	X ANY AUTO			AS2-691-550588-134 NH - Primary	06/30/2024	06/30/2025	BODILY INJURY (Per person)	
C	OWNED AUTOS ONLY / SCHEDULED AUTOS			TL2-691-550588-184 NH - Excess	06/30/2024	06/30/2025	BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WA569D550588094 AOS	06/30/2024	06/30/2025	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5691550588084 WI, MN	06/30/2024	06/30/2025	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

Verizon Communications, Inc.
1095 Avenue of the Americas
New York NY 10036 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570105931959

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AGENCY CUSTOMER ID: 570000027366
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Verizon Communications Inc.
POLICY NUMBER: See Certificate Number: 570105931959	
CARRIER: See Certificate Number: 570105931959 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WA769D550588074 MA	06/30/2024	06/30/2025		

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

VERIZON COMMUNICATIONS INC.

2 Business name/disregarded entity name, if different from above.

CELLCO PARTNERSHIP

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1095 AVENUE OF THE AMERICAS 8TH FLOOR

6 City, state, and ZIP code

NEW YORK,NY 10036

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

2	3	–	2	2	5	9	8	8	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Daniel A Mote **Date** 2/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF SANTA FE

The Purchasing Memo

Date: May 29, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Thomas Graham, Assistant Land Use Director

Via: Heather Lamboy, Land Use Director

Subject: Carahsoft Technology Corp. has partnered with Avenu Insights & Analytics, LLC ("Avenu"), to deliver Short Term Rental Compliance Services

Vendor Name: Carahsoft Technology Corp

Munis Vendor Number: 9462

ITEM AND ISSUE:

LAND USE DEPARTMENT respectfully requests your review and approval of a General Services contract in the total amount of $997,300.86 not to exceed and inclusive of GRT for Short Term Rental Compliance Services for a term of two years with an option to renew an additional three years with an annual subscription price over the 2-year proposal subject to the industry standard 5% CPI increase.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250604.

BACKGROUND AND SUMMARY:

There is currently no system in place other than providing enforcement based on complaints from the public. Avenu's Short Term Rental Monitoring and Identification Services are designed to assist municipalities in enhancing their short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for the municipality.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund

Munis Org Name/Number: Land Use Admin/1004501

Munis Object Name/Number: 570855 - Software Subscriptions > $5K

Budget Officer / Designee: Andy Hopkins **Date:** 05/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The City is issuing our contract against the Statewide Price Agreement (80-000-18-00046AE) using 13-1-129 and the Statewide Price Agreement was issued against the NASPO Cooperative Agreement AR2472.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montaño **Date:** 06/03/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: See attached Document **Title:** IT Review **Date:** 3/18/2025

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons decline
CPO Service Determination Email
Department approval from ITT
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance (COI)
General Services Contract

Item #: _____
Munis Contract #: _____
SWPA NMSA 80-000-18-00046AE, 13-1-129

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Carahsoft Technology Corp herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

SHORT TERM RENTAL COMPLIANCE SERVICES REFERENCED IN "EXHIBIT A" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. **Monitoring Module** - 100+ Websites Multiple Times A Week Including Localized Websites
2. **Identification Module -** Exact Property Address and Owner/Operator Details
3. **Permitting Module -** Fully Configurable Short Term Rental Permitting Portal
4. **Compliance Module** – In House Case Management System
5. **Print Mail Notification Letter Service** - 2 Printed/Stamped Letters Per STR Per Year
6. **Community Outreach -** Onsite Town Hall and Email Campaign Service
7. **24/7 Hotline -** Fully Customizable Short Term Rental Complaint Line
8. **Revenue Module –** Revenue Estimation Based On Exclusive Third Party Data and Scraping
9. **Tax Portal** - Fully Configurable Short Term Rental Tax Remittance Portal
10. **Auditing** Examination of STR Filings and Reporting For Fraud
11. **Discovery and Recovery** Recover Delinquent Funds
12. **Reporting Module** – Industry Leading Reporting Tool With Over 70 Different Data Points
13. **Hotel/Motel Tax Administration –**Full Admin With Remittance, Compliance, and Exemption Review
14. **Lease Management System –** Fully configurable management and payment collection system
15. **Customer Support –** Dedicated Customer Success Associate Servicing City Staff and Citizens

3. Compensation.

A Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph C of this Clause.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $997,300.86.

B. Payment. The total compensation under this Agreement shall not exceed $997,300.83 inclusive of New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

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 Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate two (2) years from date of final signature. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause in accordance with paragraph B below. 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: Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination. If the termination is based on a default/breach condition, the City's notice shall (i) identify the material default/breach condition(s) of this Contract upon which the contemplated termination is based and (ii) state what the Contractor must do to cure such material breaches; the City's notice of termination for breach shall only be effective (i) if the Contractor 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 Contractor does not, within the thirty (30) day notice period, notify the City of its intent to cure and begin with due diligence to cure the material breach

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,; (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 17, "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 fees earned and payable to Contractor through the effective date 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.*

8. **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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **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.

11. **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.

12. **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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, 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 legislature, this Contract, and any orders placed under it, shall terminate 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.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; 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.

NMSA 1978, Section 13-1-129, Statewide Price Agreement

This contract is issued against the Master Agreement, established and maintained by the State of New Mexico, Statewide Price Agreement #80-000-18-00046AE ("Statewide Price Agreement"), and through this language hereby incorporates this agreement by reference and is included in order of precedence. The Statewide Price Agreement was issued against NASPO Cooperative Agreement AR2472.

23. **Notice**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **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.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance

specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract (as determined by the acceptance criteria, if any, specified in the SOW), the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) ; or

(2) terminate the Contract for default.

If the Contract is terminated for default, the City may use funds remaining under the Contract to cover the cost of work not performed by the Contractor for the period following termination.

33. **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. 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.

C. 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Heather Lamboy, Land Use Director, City of Santa Fe
200 Lincoln Ave, PO Box 909
Santa Fe, NM 87504-0909
hllamboy@santafenm.gov

To the Contractor: Caitlin Green, Carahsoft
11493 Sunset Hills Rd. Suite 100
Reston, VA 20190
Caitlin.Green@Carahsoft.com

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Carahsoft Technology Corp

Natalie LeMay
_____
NATALIE LeMAY, CONTRACTS MANAGER

DATE: 05/23/2025

NMBTIN#: 03-268390-00-1

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

DocuSign Envelope ID: 8E53CA3C-23E4-4EFA-BB0D-5FC2BD0177ED

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

Number: **80-000-18-00046AE**

Amendment No.: **Six**

Term: **May 10, 2018 – September 16, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Title: **Cloud Solutions**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Add authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 3/11/2024

MS

DocuSign Envelope ID: 8E53CA3C-23E4-4EFA-BB0D-5FC2BD0177ED

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **80-000-18-00046AE**
Amendment No.: **Six**

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
Contact: Ron Davis
Phone: (505) 889-3337
Email: ron.davis@abbatech.com

0000051498
Advanced Network Management
4001 Jefferson Place
Albuquerque, NM 87109
Contact: Klaus Mueller
Phone: (505) 338-0642
Email: klaus.mueller@anm.com

0000074720
Ardham Technologies, Inc.
5411 Jefferson St. NE, Suite 200
Albuquerque, NM 87109
Contact: Shay Daves
Phone: (505) 872-9040
Email: sdaves@ardham.com

0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
Contact: Traci Wilson
Phone: (505) 338-8099
Email: twilson@aquilagroup.com

0000125873
Frontier Technology, LLC
dba MicroAge
15210 S. 50th Street, Suite 180
Phoenix, AZ 85044
Contact: Larry M Fulop
Phone: 480-366-2074
Email: Larry.fulop@microage.com

0000041778
Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
Contact: Jay West
Phone: (301) 913-9581
Email: jay.west@mainline.com

0000136255
One Technology Corporation
10940 S. Parker Rd. 703
Parker, CO 80138
Contact: Mat Brown
Phone: (303) 249-5240
Email: MBrown@One-Technology.com

0000056184
PC Specialist Inc. dba Technology Integration Group (TIG)
10620 Treena Street, Suite 300
San Diego, CA 92131
Contact: Ed Tagalog
Phone: 858-566-1900 x4232
Email: Ed.Tagalog@convergetp.com

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Contact: Denise Collison
Phone: (908) 884-1389
Email: Denise_Collison@shi.com

0000107069
Valcom Salt Lake City, LC
dba VLCM
852 E Arrowhead LN
Salt Lake City, UT 84107
Contact: Dave Newman
Phone: (801) 716-4428
Email: dnewman@vlcm.com

0000009389
Woolpert, Inc.
PO Box 714874
Cincinnati, OH 45271
Contact: Jon Downey
Phone: (937) 531-1409
Email: Jon.Downey@woolpert.com

0000107092
World Wide Technology LLC
1 World Wide Way
Saint Louis, MO 63146
Contact: Carol Harting
Phone: (314) 995-6103
Email: carol.harting@wwt.com

Certificate Of Completion

Envelope Id: 8E53CA3C23E44EFABB0D5FC2BD0177ED
Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A006
Source Envelope:
Document Pages: 2 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
1100 S Saint Francis Dr
Santa Fe, NM 87502
Vanessa.LeBlanc@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/11/2024 2:00:57 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/11/2024 2:02:18 PM Viewed: 3/11/2024 2:30:05 PM Signed: 3/11/2024 2:30:12 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/11/2024 2:30:13 PM Viewed: 3/11/2024 2:36:50 PM Signed: 3/11/2024 2:36:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/11/2024 2:36:54 PM Viewed: 3/11/2024 2:39:43 PM Signed: 3/11/2024 2:39:49 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2024 2:02:18 PM
Certified Delivered	Security Checked	3/11/2024 2:39:43 PM
Signing Complete	Security Checked	3/11/2024 2:39:49 PM
Completed	Security Checked	3/11/2024 2:39:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: 11F5AD6F-8D4F-4C61-9F6B-0934018411E8

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

Number: **80-000-18-00046AE**

Amendment No.: **Five**

Term: **May 10, 2018 – September 16, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: **Vanessa LeBlanc** VL

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Title: **Cloud Solutions**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Add authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

Update Awarded vendor contact information

From:	**To:**
Contacts: Jack Dixon (703) 230-7545 or Bethany Blackwell (703) 871-8500	**Contacts: Mariah Edwards** **Phone: (703) 889-9734** **Email: Mariah.Edwards@Carahsoft.com**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 7/13/2023

x **This Agreement was signed on behalf of the State Purchasing Agent**

DocuSign Envelope ID: 11F5AD6F-8D4F-4C61-9F6B-0934018411E8

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 80-000-18-00046AE
Amendment No.: Five

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
Contact: Ron Davis
Phone: (505) 889-3337
Email: ron.davis@abbatech.com

0000051498
Advanced Network Management
4001 Jefferson Place
Albuquerque, NM 87109
Contact: Klaus Mueller
Phone: (505) 338-0642
Email: klaus.mueller@anm.com

0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
Contact: Traci Wilson
Phone: (505) 338-8099
Email: twilson@aquilagroup.com

0000041778
Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
Contact: Jay West
Phone: (301) 913-9581
Email: jay.west@mainline.com

0000136255
One Technology Corporation
10940 S. Parker Rd. 703
Parker, CO 80138
Contact: Nick Straiter
Phone: (720) 202-2035
Email: nstraiter@one-technology.com

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Contact: Denise Collison
Phone: (908) 884-1389
Email: Denise_Collison@shi.com

0000107069
Valcom Salt Lake City, LC
dba VLCM
852 E Arrowhead LN
Salt Lake City, UT 84107
Contact: Dave Newman
Phone: (801) 716-4428
Email: dnewman@vlcm.com

DocuSign

Certificate Of Completion

Envelope Id: 11F5AD6F8D4F4C619F6B0934018411E8
Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A005
Source Envelope:
Document Pages: 2 | Signatures: 1 | Envelope Originator:
Certificate Pages: 5 | Initials: 2 | Vanessa LeBlanc
AutoNav: Enabled | 1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled | Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada) | Vanessa.LeBlanc@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/13/2023 7:06:32 AM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez Natalie.Martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/13/2023 7:07:38 AM Viewed: 7/13/2023 8:03:16 AM Signed: 7/13/2023 8:03:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/13/2023 8:03:20 AM Viewed: 7/13/2023 8:05:46 AM Signed: 7/13/2023 8:05:49 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/13/2023 8:05:50 AM Viewed: 7/13/2023 8:10:32 AM Signed: 7/13/2023 8:10:44 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2023 7:07:38 AM
Certified Delivered	Security Checked	7/13/2023 8:10:32 AM
Signing Complete	Security Checked	7/13/2023 8:10:44 AM
Completed	Security Checked	7/13/2023 8:10:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: 0003C1C5-2A91-4309-B836-DFF3D5407BF7

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Number: **80-000-18-00046AE**

Amendment No.: **Four**

Term: **May 10, 2018 – September 16, 2026**

VL

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Title: **Cloud Solutions**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Add the following resellers to the Statewide Price Agreement:

0000051498
Advanced Network Management
4001 Jefferson Plaze
Albuquerque, NM 87109

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 3/28/2023

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS

DocuSign

Certificate Of Completion

Envelope Id: 0003C1C52A914309B836DFF3D5407BF7
Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A004
Source Envelope:
Document Pages: 1 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
1100 S Saint Francis Dr
Santa Fe, NM 87502
Vanessa.LeBlanc@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/28/2023 12:42:51 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/28/2023 12:45:30 PM Viewed: 3/28/2023 12:45:59 PM Signed: 3/28/2023 12:46:14 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/28/2023 12:46:15 PM Viewed: 3/28/2023 12:46:58 PM Signed: 3/28/2023 12:47:02 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/28/2023 12:47:03 PM Viewed: 3/28/2023 12:48:19 PM Signed: 3/28/2023 12:48:36 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/28/2023 12:45:30 PM
Certified Delivered	Security Checked	3/28/2023 12:48:19 PM
Signing Complete	Security Checked	3/28/2023 12:48:36 PM
Completed	Security Checked	3/28/2023 12:48:36 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

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I. To withdraw your consent with SPD

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

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https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **Three**

Term: **May 10, 2018 – September 16, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Title: **Cloud Solutions**

This Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add the following Approved Reseller to the Statewide Price Agreement
0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
(505) 889-3337

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Pauek for

New Mexico State Purchasing Agent

Date: 4/9/2020

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **Two**

Term: **May 10, 2018 – September 16, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Title: **Cloud Solutions**

This Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Remove Article 5.2 Employee Pay Equity Reporting Requirement from the Price Agreement. This is no longer a requirement of the State.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 12/19/2019

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **One**

Term: **May 10, 2018 - September 16, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Title: **Cloud Solutions**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please go to the following website for the Master Agreement, Price Catalog, Amendments and any other relevant information pertaining to this Agreement:

https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Paul Kyprit

New Mexico State Purchasing Agent

Date: 09/11/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Contractor
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500

Price Agreement Number: **80-00018-00046AE**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Contract**

Ship To:
New Mexico Department of Information Technology
715 Alta Vista Street
Santa Fe, NM 87505

Procurement Specialist: Debra Saiz

Telephone No.: 505-827-0521

Invoice:
As Requested

Title: **Cloud Solutions**

Term: **May 10, 2018 through September 16, 2026**

This Price Agreement is made subject to the "terms and conditions" shown on the attached pages as indicated in this Statewide Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 05/10/2018

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
DS

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. **80-000-18-00046AE**

Master Agreement #: AR2472

Contractor:**CARAHSOFT TECHNOLOGY CORPORATION**

Participating Entity:**STATE OF NEW MEXICO**

New Mexico Vendor ID#__0000060016__

The following products or services are included in this contract portfolio:

Awarded Category – PaaS, IaaS and SaaS

Master Agreement Terms and Conditions:

1. Scope: This addendum covers ***Cloud Solutions*** led by the State of *Utah* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the **State of New Mexico**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Telephone:	703-871-8500
Fax:	703-871-8505
Email:	NASPO@carahsoft.com

NM Statewide Price Agreement No. **80-000-18-00046AE**

Participating Entity

Name:	Debra Saiz
Address:	1100 S. Saint Francis Drive, Santa Fe, Nm 87505
Telephone:	505-827-0521
Fax:	
Email:	DebraS.Saiz@state.nm.us

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.
Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[**X**] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1 Term:
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the State Purchasing Agent and end on **September 16, 2026** unless the agreement is extended or terminated early with the Terms and Conditions of this Contract. The agency reserves the right to amend the contract as necessary to serve the best interest of the State and not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

5.2 Employee Pay Equity Reporting:
Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.



Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

5.3 Indemnification:
The Contractor shall defend, indemnify and hold harmless the State and Participating Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Participating Addendum.

Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of New Mexico along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- Specified by the Contractor to work with the Product; or

- Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- It would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Participating Addendum or in any other document executed in conjunction with this Participating Addendum.

5.4 Insurance:
Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1). Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate.

(2). Property Coverage at an amount commensurate with the value of the Participating Entity's property in the care, custody or control of the Contractor.

(3). Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

Contractor shall furnish to the Lead State, Participating Entity, and on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum or any Purchase Order.

5.5 Applicable Law:
The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-1 (G). By execution of this Agreement, 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 Agreement.

5.6 New Mexico Administration Reporting and Fees:
All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number.

The Quarters are as follows.

Period End:	September 30	December 31	March 31	June 30
Report Due:	October 31	January 30	April 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Submit only one payment and one report for each quarter; do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00046AE** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:
State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors
Email completed reports to: GSD.QuarterlyUsageR@state.nm.us
For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.



5.7 Distributors; Sub-Contractors or Authorized Dealers:
The Contractor may utilize distributors; however, the contractual agreement resulting from this Participating Addendum shall specify the primary Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico's State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in the Contractor's request for approval.

Contractor authorized resellers:

- Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
- Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
- All purchase documents to authorized resellers shall reference the participating addendum number and PRIMARY CONTRACTOR as the contractor.

Contractor authorized subcontractors:

- Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
- **Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.**

5.8 Records Administration and Audit:
Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6. Orders:
Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NM Statewide Price Agreement No. **80-000-18-00046AE**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **STATE OF NEW MEXICO**	Contractor: Carahsoft Technology Corporation
Signature:	Signature:
Name: Lawrence O. Maxwell	Name: Kristina Smith
Title: New Mexico State Purchasing Director	Title: Contracts Manager
Date: 5/10/18	Date: May 10, 2018

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation
Name
1860 Michael Faraday Drive, Suite 100
Address
Reston | VA | 20190
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

For Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

GRAHAM, THOMAS M.

From: GRAHAM, THOMAS M.
Sent: Monday, March 24, 2025 3:58 PM
To: ENCINIAS, AMANDA J.
Subject: FW: RIGHT OF FIRST REFUSAL - Avenu Insights and Analytics for Planning and Land Use Department

FYI

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, March 24, 2025 3:24 PM
To: GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Cc: ENCINIAS, AMANDA J. <ajencinias@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: RIGHT OF FIRST REFUSAL – Avenu Insights and Analytics for Planning and Land Use Department

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Mar 24, 2025 at 2:55 PM GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

> Hello, Matt,
>
> We are seeking a contract for the scope of work below:
>
> Scope of Work:
>
> **Web Portal for Monitoring**
>
> - 24/7 accessible web-portal with various modules relevant to displaying the data found
> - Log into a secured, password-protected web-based graphical user interface
> - Compatible with desktop, tablet, and mobile version of internet browsers
> - Navigate listings by keyword search and by interactive map with dynamic filtering
> - Reporting on sixty-nine (69) different data points and filtering / grouping
> - Enter notes and track compliance activity on forty (40) different categories of compliance
> - English Customer Support
> - Generate a mailout of non-compliant STR operators within the interface
> - Compare up to ten (10) STR listings with thumbnail photos at the same time
>
> **Targeted Website Monitoring**
>
> - Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
> - Data collection is run at least once per week
> - Collect and store calendar availability data for at least six (6) months each time listing data is collected
> - Archive and estimate gross revenue via review or calendar bookings
> - Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
> - Capture of time-stamped STR listings data in JPG
> - Automated matching of STR listings to STR Licensees via proximity and host name
>
> **Identification Services - Bundled**
>
> - Validate STR listing data with at least two (2) different data points to public records
> - Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
> - Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
> - Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being

taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

Full-Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

Thank you,

Tom Graham, AIA

Deputy Director

Development Branch

200 Lincoln Avenue

Santa Fe, NM 87504

O: (505) 955-6613

C: (505) 231-0778

E: tmgraham@santafenm.gov

CITY OF SANTA FE
PLANNING & LAND USE

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PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Tom Graham
Deputy Director Development Branch
City of Santa Fe
Santa Fe, NM USA

EMAIL: tmgraham@santafenm.gov

PHONE: (505) 955-6613

FROM: Caitlin Green
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Caitlin.Green@carahsoft.com

PHONE: (571) 591-6944

TERMS:
Contract Number: 80-00018-00046AE
Master Agreement Number: AR2472
Contract Term: 05/10/2018 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	51543028
QUOTE DATE:	03/26/2025
QUOTE EXPIRES:	06/15/2025
RFQ NO:	
SHIPPING:	ESD

LINE NO.	PART NO.	DESCRIPTION	EXTENDED PRICE
		YEAR 1 STR IDENTIFICATIONS	
1	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics	$459,765.00
		YEAR 1 STR IDENTIFICATIONS SUBTOTAL:	$459,765.00
		YEAR 1 STR ONBOARDING	
2	ADM-0028-F-491	Short Term Rental: Set up Wells Fargo Integration Custom Build Avenu Insights & Analytics	$37,500.00
3	ADM-0028-F-491	Short Term Rental: Set up Integration To WorldPays Cybersource Platform Avenu Insights & Analytics	$17,282.61
		YEAR 1 STR ONBOARDING SUBTOTAL:	$54,782.61
		YEAR 2 STR IDENTIFICATIONS	
4	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$482,753.25
		YEAR 2 STR IDENTIFICATIONS SUBTOTAL:	$482,753.25

-

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	EXTENDED PRICE
		OPTION YEAR 1	
5	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$506,890.91
		OPTION YEAR 1 SUBTOTAL:	$506,890.91
		OPTION YEAR 2	
6	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$532,235.36
		OPTION YEAR 2 SUBTOTAL:	$532,235.36
		OPTION YEAR 3	
7	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$558,847.23
		OPTION YEAR 3 SUBTOTAL:	$558,847.23



***Please reference Carahsoft Quote: 51543028 and NASPO contract number on any resulting purchase order.

***The above quote is an annual subscription price over a 2-year proposal subject to the industry standard 5% CPI increase. Note that a setup fee is waived based on the 2 year term.

***Integration for custom builds approximated at 280 hours or 7 weeks

***Customer agrees to obtain a Merchant ID from Avenu | Payments. Customer agrees to charge the following fees as a convenience fee to the taxpayer/registrant, or absorb the fees (a) 2.99% of transaction or $2.50 for processing credit cards, whichever is greater, or (b) a $2.50 charge per ACH transaction.

***Gross Receipt Tax (GRT) is included in the quote.

BILLING SCHEDULE:
FFP 2 Year Total: $997,300.86

Year 1 STR Onboarding - $54,782.61
Year 1 STR Identifications - $459,765.00
Year 2 STR Identification - $482,753.25

OPTION YEAR 1-3:
Option Year 1 - $506,890.91
Option Year 2 - $532,235.36
Option Year 3 - $558,847.23

EXHIBIT A – STATEMENT OF WORK

This Statement of Work is incorporated in the Consulting Services Agreement ("Agreement") by and between CITY OF SANTA FE, NM ("CLIENT") and CARAHSOFT TECHNOLOGY CORP. ("CARAHSOFT") for AVENU INSIGHT & ANALYTICS ("CONSULTANT") products and services. The terms of this SOW shall be governed by NASPO Master Contract Number: AR2472 terms and conditions. In the event terms or conditions of this SOW conflict with NASPO terms and condition, of NASPO shall prevail.

A.1 SHORT-TERM RENTAL COMPLIANCE 360

Statement of Work

CONSULTANT's Short Term Rental Monitoring and Identification Services are designed to assist CLIENT in enhancing its short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for CLIENT. Using its Short-Term Rental Compliance Software, CONSULTANT will be responsible for providing the following modules and components as part of this agreement:

Web Portal for Monitoring

- 24/7 accessible web-portal with various modules relevant to displaying the data found
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
- Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report

- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

360 Full Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

CONSULTANT Deliverables

Portal will begin archiving and monitoring within 60 days of contract signature at a minimum the following information, (herein "Self-Service STR Report")

- STR unique id, website URL, duplicate STR ids
- Approximate or Exact STR address (and apartment number if applicable), city, state, postal code
- Partial or Full Operator information (name, address, city, state, postal code)
- Number of bedrooms
- Maximum guests
- Nightly rate
- Number of reviews
- Minimum nights
- Permit numbers displayed on the ad (if any)

- CONSULTANT will provide CLIENT with login access to the system for up to 100 staff members

- Perform all on-going support of the System, including hardware and software throughout Term
- Provide online webinar style training on the System to CLIENT staff at most once per year for up to two (2) hours. On-site training or training more frequent than once per year will incur additional costs as outlined in Exhibit B

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide CONSULTANT with

- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide CLIENT shape file (boundary file)
- Provide at no additional cost to the CONSULTANT Land Title, Land Ownership, and / or Parcel Ownership File
- Inform CONSULTANT of any circumstances concerning current existing payees.
- Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- the most recent registration to collect the tax and returns for the time period requested as needed to compile a historical database for the period of the statute of limitations.
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions, and providing timely approvals.
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the CLIENT to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- Provide notification of payment receipt from non-compliant entities identified within two (2) business days of receipt.
- If applicable, provide the most recent sales tax and business license registry and payment history for the prior three (3) years.

Through the course of the Term, CLIENT shall:

- Pursue those Short-Term Rentals identified by CONSULTANT within 30 days of the date they are first identified for non-compliance per CLIENT's ordinance
- In the event of a misidentification, provide CONSULTANT with documentation and feedback
- Provide a valid email address(es) and / or phone number(s) to receive 24/7 nuisance escalations, and respond to escalations as required
- For 360 service only, provide a guideline for how to review, approve and/or reject registrations and/or answer any escalations that come from registrants and taxpayers

A.2 LODGERS' TAX ADMINISTRATION SERVICES

Statement of Work

The Lodger's Tax Administration Services offer a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the designated tax or fee administered on behalf of the CLIENT. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax or fee.

Remittance Processing

- Taxes and/or Fees Processed: CONSULTANT will perform remittance processing for taxes and/or fees as designated by the CLIENT.
- Business Notification and Remittance: CONSULTANT will provide individualized tax/fee notifications to all known tax or feepayers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CLIENT, CONSULTANT may change the address for payments. Online filing and remittance using standard CONSULTANT formatting is provided for the Taxpayers convenience.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax and/or fee collected.
    - Avenu provides three options for processing CLIENT funds:
        - **Option 1:** Lodgers tax funds are deposited into a Wells Fargo bank account managed by Avenu. Avenu will perform daily reconciliations and disburse funds to the client 10-15 times per month. This option offers the most seamless process, requiring minimal support from the client. Additionally, all reports will be available immediately following implementation. Avenu will absorb all banking fees associated with this option.
        - **Option 2:** Avenu establishes a dedicated Wells Fargo bank account specifically for CLIENT. Avenu will handle all lockbox functions for the CLIENT account. Avenu will perform daily reconciliations and disburse funds to the client 10-15 times per month. Reports will be available immediately with minimal support required from the client. Avenu will absorb all banking fees related to this option.
        - **Option 3:** CLIENT will set up its own Wells Fargo bank account. Avenu will have read-only access to the account and will need authorization to communicate directly with the bank regarding account transactions. The account will only receive deposits for STR permits and lodgers tax. Paper forms can either be mailed and processed by Avenu or by Wells Fargo's lockbox service. This option limits the availability of certain reports, and many financial and analytical reports may not be accessible immediately. The city will be responsible for any banking fees incurred with this option

- Posting Process: accounts are posted with payment information captured in the CONSULTANT revenue system. Additional information such as net sales, deductions, credit sales, measure of tax or fee, name change and address change is captured and added to the payment data and accountmaster file (as determined necessary by CONSULTANT). Late payments are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax or fee due plus any required penalties.
- Business Support: CONSULTANT will provide a toll free support number and provide assistance Monday-Friday 7:30a.m.-4:30p.m CST. Support inquiries will be handled in the order in which received. During peak volume businesses will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.
- Payments accepted: CONSULTANT will provide tax or feepayers with the option to pay via ACH debit (electronic check, paper check by mail, credit card and ACH credit (upon approval). A convenience fee in the amount of 3%-4% will be charged for use of this convenient payment method.
- Changes to Attachment A: The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.

Compliance Services

- Accounts Reviewed: CONSULTANT will perform compliance services for taxes or fees designated by CLIENT under Remittance Processing Services. CONSULTANT will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CLIENT, CONSULTANT will make reasonable efforts to collect taxes or fees designated by the CLIENT hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Conduct of Compliance Services: To assure that all tax or feepayers are treated fairly and consistently and all compliance services are performed in a similar manner, CONSULTANT representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to the Remittance Processing section above.

CONSULTANT Deliverables

- CONSULTANT will make available to the CLIENT with a cloud based, self-service, interactive Government Services Portal. The interactive portal will provide access to reports and business information.

- CONSULTANT will make available to CLIENT detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- CONSULTANT will provide the CLIENT with reports via the online government services portal including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to CONSULTANT. These reports are updated following each tax distribution and are immediately available online.;
- CONSULTANT will provide Online filing and remittance portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- As required CONSULTANT will provide Online Registration/License Application and Renewal portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- Create and maintain accountdatabase from client database and other sources.
- Provide tax and license forms and intructions by mail and/or electronic methods, initiate calls to businesses, and send filing reminders
- Receive data and input into administration system, batch forms/returns with payments, deposit checks, post to accounts and timely disbursement of funds.
- Reconcile Returns and Initiate Compliance Efforts: reconcile filings and payments; verify accuracy of filing; apply late fees, penalties or interest; indentify underpayments and refer to compliance process
- CONSULTANT will provide a toll free support number and provide tax or feepayer assistance Monday-Friday 7:30a.m.-4:30p.m CST. Tax or Feepayer support inquiries will be handled in the order in which received. During peak volume taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.

CLIENT Assistance

CLIENT shall assist CONSULTANT by prior to the start of work to be performed by providing necessary information and assistance to include, but not be limited to, the following:

- the most recent registration to collect the tax or fee and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing Tax or Fee records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to tax or fee administered. If applicable, provide most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform CONSULTANT of any circumstances concerning current existing payees;
- Inform CONSULTANT of the development of new business developments or coorperatives
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the Client to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.

- Distribution Confirmation**:** The CLIENT will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CLIENT shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- Changes to Attachment A**:** The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- Tax or Fee Change Notification**:** In the event of any change to the tax or fee rates being administered the CLIENT must provide notification ninety (90) days prior to the effective date of the change. Tax or fee changes include but are not limited to the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or events.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to CONSULTANT within thirty (30) days, the statement will deemed accurate.

A.3 DISCOVERY/RECOVERY SERVICES

Statement of Work

Discovery/Recovery Services are designed to provide a full-service solution to the CLIENT'S designated tax or fee enforcement procedures. It does not replace current functions but provides a focused and solution to the identification of entities subject to taxation and/or registration by the CLIENT, which are not properly registered, or otherwise not reporting taxes and/or fees to the CLIENT. In performing the Discovery/Recovery Services, CONSULTANT shall:

- Establish a comprehensive inventory of the entities subject to taxation by the CLIENT and the database elements needed to facilitate a comprehensive comparative analysis with the CLIENT'S records of those entities that are properly registered.
- Compare CONSULTANT'S database of business records with the CLIENT'S records to identify potential non-reporting and non-registered entities subject to taxation.
- For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CLIENT'S applicable registration and/or tax returns.
- Invoice entities (including supporting documentation) on behalf of the CLIENT for the number of identified deficiencies, with payment to be remitted to CONSULTANT.
- Exhaust reasonable efforts to collaborate with the taxpayer in submitting registration and/or tax returns and payment correctly. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Collect the number of identified deficiencies, together with required supporting documentation, and remit payment received to the CLIENT as agreed upon in the workplan. (CONSULTANT

shall follow the CLIENT'S business rules in collecting partial payments or the tax in full at the CLIENT'S direction.).

- Provide call center open during normal business hours (7:30a.m.a.m.-4:30 p.m. CST.) to assist entities with questions concerning application of the CLIENT'S taxes, and reporting and remittance requirements.
- Educate entities regarding the CLIENT'S reporting requirements to prevent recurring deficiencies in future years.

CONSULTANT Deliverables

Throughout the course of the agreement, CONSULTANT will:

- Provide reports addressing each taxpayer who have failed to register and/or report appropriate taxes, penalties, interest and any fees due.
- Provide a detail payment listing showing all taxes and fees paid to CONSULTANT.
- Monitor and analyze the tax registry files of CLIENT no less than annually.

Remit payment to the CLIENT for funds received on behalf of the CLIENT no less than once per month on or before the tenth (10^{th}) day of the month following collection.

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:
the most recent registration to collect the tax and

- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to sales tax, rental, hotel occupancy, loding tax, permits and or business registration.
- Distribution Confirmation**:** The CLIENT will fill in the account information requested on **Attachment A,** sign and attach the same to the fully executed Agreement. Should there be any changes to the act count or percentages in Attachment A, the CLIENT shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- Changes to Attachment A**:** The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to CONSULTANT within thirty (30) days, the statement will deemed accurate.

A.4 COMPLIANCE AUDIT SERVICES

Objectives and Methods

CONSULTANT's Local Municipal Accommodation Tax Compliance Service is intended to assist the CLIENT in maximizing tax revenue it is entitled to through an examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the accommodation tax.

Statement of Work

Examination Services

- Establish a comprehensive inventory of all registered lodging providers subject to taxation by the CLIENT.
- Enter and Analyze lodging provider return data received from the CLIENT.
- Provide CLIENT staff with a draft engagement announcement letter to be sent to each lodging provider requiring examination.
- In coordination with CLIENT staff, schedule, and conduct reviews at the property locations or remotely of those providers identified and authorized for examination.
- Verify accuracy of filed accommodation tax returns with annual and monthly activity summaries and P&L statements.
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries if applicable.
- Review bank statements to verify that deposits reconcile with the reported revenue on the accommodation tax returns if necessary.
- Review a random sample of exempted guest revenue for proper qualifying documentation and trace registration and/or other source documents to verify compliance with the CLIENT ordinance.
- For each error/omission identified and confirmed, submit substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods.
- Coordinate with designated CLIENT official(s) as necessary to review findings and recommendations.
- Prepare draft Notices of deficiency determination, commendation, and credit letters, as applicable, for CLIENT to advise lodging providers of examination results.

Additional Consulting

- Assist CLIENT in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination.
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.

CONSULTANT Deliverables

Examination Services

- Provide CLIENT staff with a draft Announcement Letter to be sent to each lodging provider to be examined on CLIENT letterhead.
- For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of deficiency determination, and/or credit, or commendation letters as applicable.

Additional Consulting

- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.
- Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CLIENT staff.
- Provide other collections advice upon request.

CLIENT Assistance

- Provide CONSULTANT with:
    a. List of all properties registered within CLIENT'S jurisdiction.
    b. Thirty-six (36) Months of Returns for all properties (or properties CLIENT selected)
- CLIENT agrees to provide signed authorization letters on CLIENT letterhead as needed within thirty (30) days of request.
- CLIENT agrees to provide CONSULTANT with its ordinances, codes, and tax rates within thirty (30) days of the effective date of the agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT.
- CLIENT agrees to timely sign subpoenas, as required.
- CLIENT agrees to timely sign and approve letters and notices, as required.

A.5 AVENU | PAYMENTS (ELECTRONIC PAYMENT PROCESSING SERVICES)

Objectives and Methods

Our payment services offer a seamless and secure way for end users to make electronic payments within our Avenu | STR interface. Through an integration with the City's exclusive payment processor, Wells Fargo, we ensure a smooth experience while maintaining the City's existing payment infrastructure. This system is designed to provide a user-friendly interface for quick and efficient transactions, supporting online payments with reliability and ease.

Implementation Timeline

Integration of Avenu | STR and our backend Unigate Payment API with Wells Fargo's Cybersource Processing Platform

The integration of Unigate, the payment engine integrated directly within Avenu | STR's interface with Cybersource will establish a seamless transaction flow, enabling payments processed through Unigate to

be securely transmitted to Cybersource for authorization, settlement, and deposit into the designated Wells Fargo bank account.

Integration Process

- **Establish API Connectivity**
  - Configure API endpoints within Unigate to communicate with Cybersource's transaction processing services.
  - Implement necessary authentication and security credentials to enable connectivity.
- **Transaction Request Handling**
  - Develop and configure transaction request payloads to align with Cybersource's payment processing requirements.
  - Ensure accurate mapping of transaction data, including payment amounts, account details, and merchant reference IDs.
- **Response Handling and Data Mapping**
  - Process Cybersource's response messages to update transaction statuses within Unigate.
  - Implement logic to handle approvals, declines, and error messages while ensuring accurate reconciliation.
- **Settlement and Fund Deposits**
  - Configure settlement processes to ensure completed transactions are properly batched and transmitted to Wells Fargo for deposit.
  - Validate the accuracy of settlement reports and fund transfers to ensure expected deposit timelines are met.
- **Testing and Deployment**
  - Conduct integration testing to validate end-to-end transaction flow from Unigate through Cybersource to Wells Fargo.
  - Deploy the integration in a controlled environment before full-scale production release.
- **Monitoring and Issue Resolution**
  - Implement logging and monitoring to track transaction success rates and identify potential failures.
  - Establish error handling mechanisms to resolve processing issues and ensure uninterrupted payment flows.

This integration will provide a direct connection between Unigate and Cybersource, facilitating efficient transaction processing and secure fund transfers to the designated Wells Fargo bank account.

CLIENT Collaboration

Effective collaboration with CLIENT is pivotal for successful implementation. The following cooperative efforts from CLIENT are vital:

1. **Interviews Regarding Existing Processes:**
   a. Gain insights into current processes to tailor the implementation accordingly.
2. **Form Documents:**
   a. Provide samples of all form registration documents to be recreated for online submission.
   b. Review initial and any subsequent changes as needed.
3. **Access to Systems:**

a. Grant access to client systems for the installation and configuration of electronic payment services, in collaboration with their IT teams.
b. For online systems, the creation of layout files to import payment files into CLIENT's existing systems necessitates a comprehensive understanding of CLIENT's data structures and security protocols. CLIENT acknowledges that access to sensitive data for this purpose will be managed under strict confidentiality and in compliance with applicable data protection laws.

4. **Update Website:**
    a. Once services have been completely implemented and CLIENT has reviewed all setups, CLIENT must add links to the homepage of their website, so the services are locatable by citizens for adoption.
5. **PCI Compliance:**
    a. Installation of services on each workstation accepting payments entails compliance with all local and federal regulations. The CLIENT acknowledges that the Service Provider will ensure adherence to Payment Card Industry Data Security Standard (PCI DSS) requirements during installations.

Project Deliverables

1. In-person credit card payment processing with EMV technology.
2. Online credit card and ACH payment processing.
3. Synchronization of bill data for online presentation.

Risk Mitigations

Potential Delays: Due to data synchronization complexities.

- Mitigation: Ensure regular communication, a proactive approach to issue resolution, and adherence to all legal and regulatory requirements.

Project Sign-off:
The project will be deemed complete upon the successful implementation of all components, client validation, and acceptance.

Note: Any additional requirements discovered during the implementation may be subject to changes in the project timeline or scope, which will be communicated and agreed upon by both parties through formal amendments to the existing agreement.

EXHIBIT B - COMPENSATION SCHEDULE

The Payment and Rates Schedule can be found on Carahsoft Quote: 51543028 Dated: (03.26.25)

B.1 and B.2 SHORT-TERM RENTAL COMPLIANCE 360

The Short-Term Rental Monitoring and Identification Services, and Lodgers Tax Administration services shall be provided for the fees listed in the Milestone Schedule. Fees are invoiced at the completion of each milestone listed in the below Milestone Schedule.

Billing Schedule	**Payment Due**	**Amount Due**
Year 1 STR Onboarding	Annual in Advance - Net 30 Terms	$54,782.61
Year 1 STR Identifications	Annual in Advance - Net 30 Terms	$459,765.00
Year 2 STR Identifications	Annual in Advance - Net 30 Terms	$482,753.25
Optional Year 1	Annual in Advance - Net 30 Terms	$506,890.91
Optional Year 2	Annual in Advance - Net 30 Terms	$532,235.36
Optional Year 3	Annual in Advance - Net 30 Terms	$558,847.23

B.3 DISCOVERY/RECOVERY SERVICES

The Discovery/Recovery Services shall be provided for a contingency fee of Forty percent (40%) of the additional delinquent revenue received by CLIENT for the services. The Forty percent (40%) contingency fee shall apply to the current license/fee year and/or period, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee is also due on all payments made direct to the CLIENT. The contingency fee only applies to revenue actually received by CLIENT. The term “current license/fee year/period” shall mean the most recent year or period for which local license and/or fees are due and payable to CLIENT, and in which CONSULTANT has identified deficiencies.

B.4 COMPLIANCE AUDIT PRICING

Compliance Audit services are included for up to 5% of the total STR accounts. Each additional audit costs $750 per STR.

ATTACHMENT A

Distribution Confirmation

May 16, 2025

The City of Santa Fe, NM
200 Lincoln Avenue
Santa Fe, NM 87504

Dear Thomas Graham,

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type

If at any time there are any discrepancies between the schedule set out above and the CLIENT's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager
Avenu Insights & Analytics LLC
Phone: 213-246-2445, Fax: 205-423-4097
E-mail: connie.taylor@avenuinsights.com

I have reviewed the above distribution and verify that it is correct.

CLIENT Name

By: _____

Name: _____

Title: _____

GRAHAM, THOMAS M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, March 25, 2025 11:09 AM
To: GRAHAM, THOMAS M.
Cc: ENCINIAS, AMANDA J.
Subject: RE: Letter of Determination - Avenu Insights and Analytics for Planning and Land Use Department

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -IT components (anything IT) - ereview@santafenm.gov

  -Vehicles – dmjaramillo@santafenm.gov

  -Grants - grants@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

  -Emergency Related Purchases - bgwilliams@santafenm.gov

  -Asset over $5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

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

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

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From: GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Sent: Monday, March 24, 2025 3:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ENCINIAS, AMANDA J. <ajencinias@santafenm.gov>
Subject: Letter of Determination - Avenu Insights and Analytics for Planning and Land Use Department

Hello, Travis,

I couldn't find the category for this product in the Bulk Letter for Determination you sent out, So please provide your determination for the contract we are seeking for the scope of work below:

Scope of Work:

Web Portal for Monitoring

- 24/7 accessible web-portal with various modules relevant to displaying the data found
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected

- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
- Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers

- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

Full-Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

Thank you,

Tom Graham, AIA

Deputy Director

Development Branch

200 Lincoln Avenue

Santa Fe, NM 87504

O: (505) 955-6613

C: (505) 231-0778

E: tmgraham@santafenm.gov

CITY OF SANTA FE
PLANNING & LAND USE

Stay in the know! Subscribe to **PLUS**, our free quarterly email newsletter with the latest on how we're working with *you* to build a more modern, vibrant, and inclusive Santa Fe.

IT Review: Pre-screening questions for Software/Solution Replacement Request

Change Requested By:

Name: Tom Graham **Date:** 03.18.2025

Division: Land Use Development **Phone:** 505.955.6613

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace: No replacement. Short-Term Rental Full Service Solution
   (version/module) _____
2. Number of current users : Unlimited numbers of users
3. Who is responsible for updating / troubleshooting the current solution?
   - ☐ ITT Representative (division/position/name/contact info):_____
   - ■ Vendor (name / contact info): Avenu Insights & Analytics
   - ☐ City Department's representative (name/contact info):_____
   - ☐ 3rd Party Contractor (name/contact info): _____
   - ☐ Other: (Company/name/contact/allocated hours/mo):_____
     _____
4. Is the current system hosted in the cloud or locally by the City:
   - ☐ Hosted on ITT servers (name and location): _____
   - ■ Hosted on Cloud (provider name and link): Hosted on Azure at https://str.avenuinsights.com/
5. What are main features you are utilizing with the current software:

Identification, Monitoring, Registration, Permitting, Print and Mail, 24/7 Hotline, Tax Collection/Remittance Portal, Payment Processing

6. Describe the limitations of the current software that new proposed solution will remedy:

Current process does not identify all the short term rentals operating in the City, and does not collect all of the lodging tax.

7. What is the extent of the data that will be transferred to the new solution from the current solution:
   - ☐ All the data will be transferred and deleted from existing accounts;_____
   - ■ Only partial/or no data will be transferred, and the data will be backed up into local drive.(where?) Historic lodging tax filings and licensing / permit data from 2024/2025 (presumably from Tyler Munis) from the past 3 years will be transferred to the Azure portal
8. Will there need to be an archival copy of the current solution maintained? ■ No_____
   - ☐ Yes (if yes – by who, and how long):_____
   - ☐ Uknown (specify): _____

Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: Avenu | STR Compliance 360

10. What is the goal of the requested application? Short-Term Rental Compliance
11. Number of users that will be utilizing the system and will need licenses: Unlimited numbers of users
12. How many users will be covered by current quote?: Unlimited numbers of users
13. Single sign on – is this solution capable of:
    - ☐ Azure Entra ID SAML
    - ☐ Azure Entra ID OAUTH2
    - ■ Other SSO: 2FA email + code
14. Will the new solution be hosted and where:
    - ☐ Locally (address): _____
    - ■ or in the Cloud (address): https://str.avenuinsights.com/
15. Will the updates to the new system/solution be performed by:
    - ☐ City staff (Name/position/division): _____
    - ■ or the Vendor (assigned staff): Avenu Insights & Analytics
16. What existing IT systems, if any, does this solution need to connect to?:
    - ☐ Email _____
    - ☐ Network _____
    - ☐ GIS portal/databases*
    - ■ **MunisAPI**

Email notifications for registration, tax payment and compliance activities. GIS shapefiles are required for specifics of enforcement of STR ordinance

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?
    - ☐ ITT Representative (division/name/contact info): _____
    - ■ Vendor (name / contact info): Vendor will need to connect to Munis via API, Avenu Insights & Analytics
    - ☐ City Department's representative (name/contact info): _____
    - ☐ 3rd Party Contractor (name/contact info): _____
    - ☐ Other: (Company/name/contact/allocated hours/mo): _____
18. What is the estimated timeframe for starting up this new solution, and transferring from the current solution to the new solution?

Unknown	Under 3 months	**3 to 6 months** ◉	6-12 months	More than 1 yrs	Other:

19. How or who handles any requests for support for the requested application?

Handled directly through Avenus Customer Service Portal ServiceNow

20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs?
Customer support is provided between 8 AM to 5 PM Monday to Friday in Santa Fe time. 98% uptime guarantee

No Vendor Support	Limited to # hours: _____	Unlimited Business Hours	Unlimited 24/7	Other:

20a. Please include Service Level Agreement details_____

21. Vendors contact information for technical questions regarding this new solution:

Avenu Insights & Analytics; www.avenuinsights.com; succeed@avenuinsights.com

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?

Any Chrome, Firefox, Safari, or modern Microsoft Edge web browser on Windows 10 or higher, Mac OSX 10.8 or higher operating system or ios/android modern browser

23. Is there different level of access to the requested application? If so, how is access handled?
Role based access is managed through Sys Manager module. User provisioning is done through Active Directory / SSO or through Avenu support staff.

24. Will AI component be utilized in the application?

No____Explanation:_____

Yes _X__Explanation:_partial AI - used to match images and floorplans_____

25. Is there an option to utilize Enterprise ~~AI~~ version if available?
This only for Land Use, no need to purchase Enterprise, potentially Finance can utilize this as well, only for one module Short Term rentals

26. What kind of data is collected by most customized (most security/ privacy enabled) version of this application?

Starting from Scratch - no City Data, there will be some data provided from City to start

27. Does the quote include Enterprise version option? Yes

28. Will AI component be reviewed first with a test group? No AI use

Will you require ITT to set up the security and privacy settings on AI component?

No_X__Explanation: N/A

Yes___Explanation:_____

29. What kind of privacy and security certifications this solution utilizes and is this acceptable for City ITT?

SOC 2 Certified PCI, Level 1 Certified

30. Does this have Incident management component and how this will be managed?

No_X__Explanation: N/A

Yes☐ Explanation:_____

ITT GIS Discovery questions

31. Will you require APA/Map service?
No

32. Who is your City GIS Contact?: succeed@avenuinsights.com

33. List of data needed for map service:

Shapefile for 1) residential zones, 2) Municipal Boundaries, 3) List of City owned properties

34. Is there a data that needs to be reconciled back into City GIS databases? No

35. Will you need City GIS Team to create you field app/ dashboards/ additional services?
No

36. Will you require City's Esri Licenses and how many?:
No, we convert all files to KML open format

37. Will this affect City's ESRI service agreement in any way?: _____
No, we use our own conversion tools to convert to KML open format

ITT PMO Discovery questions

38. Who will be responsible for the project created by adopting the new solution?

☑ City Department Project Manager

☑ Vendor Project Manager

☐ ITT Enterprise Project Management Office Project Manager

☐ Other_____

39. Are you requesting ITT Project Management Services?

ITT Project Management Services include but are not limited to:

☐ Enterprise System Upgrade (i.e. Munis/UKG(Kronos)

☑ New application selection, purchase, and implementation

For ITT Only (End of discovery results):

A. Will this implementation require ITT resources?

☒ Yes (Requires Division Approval) ☐ No

B. Will this implementation and management require ITT staff hours?

☒ Yes (Requires Division Approval) ☐ No

C. Was the requested software vetted by ITT Security officer?

☒ Yes ☐ No (Requires Security Officer Approval)

D. Does the requested solution have Single Sign enabled?

☒ Yes (per questions provided above) ☐ No (Requires Security Officer Approval)

E. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐ Yes (Requires EUS/PMO Approval) ☒ No

Request Approved? ◉ **Yes** ○ **No** (requires reason)

Approver's Name/ Signature: Zarifa Dushdurova Digitally signed by Zarifa Dushdurova Date: 2025.03.20 11:54:58 -06'00' Date: 03/20/2025

Since this will require API to connect to Tyler Munis, that information will be determined when requester determines the appropriate Tyler Munis module and goes through discovery session with ITT.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2025

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

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

PRODUCER MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN115487564-9/1-CAS-2025	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Avenu Holdings, LLC 5860 Trinity Parkway, Suite 120 Centreville, VA 20120	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Hartford Underwriters Insurance Company **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** N/A — N/A **INSURER D :** Twin City Fire Insurance Company — 29459 **INSURER E :** Hartford Fire Insurance Company — 19682 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-007224859-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A E	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			10UUNBK2KZB 10UUNDS3553 (NY Only)	03/15/2025 02/05/2025	09/01/2025 09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10UENBK2L0M	03/15/2025	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WEAE7C2X	03/15/2025	09/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Avenu Holdings, LLC 5860 Trinity Parkway, Suite 120 Centreville, VA 20120
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

ACP Avenu Intermediate, LLC
ACP Avenu Buyer, LLC
Avenu STR IP LLC
Avenu Holdings, LLC
Avenu Insights & Analytics LLC
MuniServices, LLC d/b/a Avenu MuniServices, LLC
Ram Ware, LLC
Avenu Insights, LLC
Avenu Canada, LLC
Avenu SLS Holdings, LLC
Avenu Local Government Solutions, LLC
Avenu SLGS Holdings, LLC
Avenu Unclaimed Property Systems, LLC
Avenu Enterprise Solutions, LLC
Avenu Government Systems, LLC
Avenu Government Record Services, LLC
Avenu Title Records, LLC
Interware Development Company
Justice Systems, LLC
Columbia Ultimate Business Systems, LLC
Columbia Ultimate, LLC
Judicial Innovations, LLC
eGov Solutions, LLC
Mill Point GRS Blocker, LLC
Avenu Pension Administration Solutions ULC
ACP Avenu Midco LLC
ACP Avenu Holdings, L.P.

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CITY OF SANTA FE

Memorandum

Date: May 28, 2025

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

From: Bernadette Salazar, Human Resources Director BJS

RE: Updating and Extending the Mental Health and Wellness Pilot Program

---

EXECUTIVE SUMMARY:

The proposed resolution would extend a two (2) year pilot program for City of Santa Fe ("City") employees until June 30, 2026. The program provides one (1) day a year of "Wellness Day Leave" and up to two (2) hours per week of Physical and Mental Fitness Leave for City employees. The resolution would also update the temporary Personnel Rule 13.92, to require employees who are approved for Physical and Mental Wellness leave to complete up to three surveys—one before taking leave, one at the end of the pilot program, and one during the program, if the Human Resources Department determines a third survey would be helpful. The survey requirement would allow the City to collect data and feedback from City employees to determine the impact of the pilot program.

BACKGROUND:

The Governing Body updated the Personnel Rules and Regulations in 2023 through Resolution No. 2023-17 to include a two (2) year pilot program for Wellness Day Leave and Physical and Mental Fitness Leave. Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) wellness day each calendar year. Personnel Rule 13.92 two (2) hours per week of Physical and Mental Fitness leave for physical and mental fitness activities for classified full-time, exempt, and term employees who are eligible. Human Resources has received positive feedback about the program and supports continuing the pilot program for another year to obtain more data.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

UPDATING THE TERMS OF AND EXTENDING THE PILOT PROGRAM SUPPORTING PHYSICAL AND MENTAL WELLBEING OF CITY OF SANTA FE EMPLOYEES.

WHEREAS, according to the Centers for Disease Control and the Kaiser Family Foundation's "Mental Health and Substance Use State Fact Sheets" New Mexico has an age-adjusted suicide rate nearly double the average of the rest of the country, as well as higher than average rates of anxiety or depressive disorders; and

WHEREAS, in 2023, the City of Santa Fe ("City") adopted Resolution 2023-17, establishing a two-year pilot program in support of physical and mental wellbeing for City employees and establishing Personnel Rules 13.91 and 13.92 ("Wellness Leave Pilot Program"); and

WHEREAS, Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) day of leave as a "wellness day" each calendar year; and

WHEREAS, Personnel Rule 13.92 provides eligible, classified full-time, exempt, and term employees two (2) hours per week for physical and mental fitness activities ("Physical and

Mental Fitness Leave"); and

WHEREAS, without Governing Body action, the Wellness Leave Pilot Program will expire on June 30, 2025; and

WHEREAS, more data is needed to better understand the impact of the Wellness Leave Pilot Program for City employees; and

WHEREAS, employee surveys, including at least one before any leave is taken, and one at the end of the pilot program, could provide valuable data regarding the impact of the Wellness Leave Pilot Program; and

WHEREAS, it is reasonable and appropriate to extend the Wellness Leave Pilot Program because the health and fitness of City employees is important.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Wellness Leave Pilot Program is extended to June 30, 2026, for City employees, with the modifications included in Exhibit A, which require employees to agree to take up to three surveys as a condition of taking wellness leave: at the beginning, end, and during the program, if the Human Resources Department determines the third survey is helpful.

PASSED, APPROVED, and ADOPTED this ___ day of ____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 5, 2025 15:08 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

Exhibit A

RULE 13 LEAVE
Rule 13.91 Wellness Day Leave (~~Proposed Two-~~Three-Year Pilot Program Rule).

Classified full-time and part-time, exempt, and term employees shall be eligible each calendar year for one (1) wellness day. Employees are eligible to request Wellness Day Leave after successful completion of the employee probationary period. This category of leave is designed to be used for mental health and wellness. Such leave should be requested in advance, to the extent possible. Every effort will be made to accommodate an employee's request. Wellness Day Leave should be granted unless granting the requested leave would impair the effective and efficient operation of the department.

1. The Wellness Day Leave must be taken in eight (8) consecutive-hour increments or in increments representative of the employee's regular work schedule. For example, a part-time employee would be eligible for 4 hours of wellness leave, an employee who works a 10-hour schedule would be eligible for 10 hours of wellness leave, a firefighter that works a 24-hour schedule would be eligible for 24 hours of wellness leave each calendar year.

2. The Wellness Day Leave must be taken within the current calendar year, or it will be forfeited.

3. Upon separation of employment, employees will not be compensated for the unused Wellness Day leave.

4. The Wellness Day Leave will not be counted toward the earning of Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

5. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

Rule 13.92 Two-Hour Weekly Wellness Program: Physical and Mental Fitness Leave. (~~Proposed~~ Three-Year Temporary Rule)

Classified full-time, exempt, and term employees may be eligible for two (2) hours per week of Physical and Mental Fitness Leave for physical and mental fitness activities. Employees are eligible for this leave after successful completion of the probationary period and required approvals. This is a category of leave designed to promote fitness and wellness.

1. The Physical and Mental Fitness Leave will not be counted toward the earning of the Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.
2. Employees may request a modified work schedule by utilizing the standard request process for flexible-work arrangements, which may permit the employee to take up to two (2) hours per week of Physical and Mental Fitness Leave for physical and mental wellness purposes.

3. Physical and mental fitness activities are activities that promote physical and/or mental well-being including physical exercise (for example, bicycling, walking, jogging, yoga, weight training, swimming, tennis, volleyball, softball and racquetball), health risk appraisals, wellness screenings, fitness testing, mindfulness and meditation exercises, healthy eating classes, nutrition consultation, health behavior change coaching, and smoking cessation classes.

4. An eligible employee must request and be approved to participate in the Physical and Mental Fitness Leave through the standard flexible work arrangement process. Granting the employee request is subject to the needs of the City. If the request is approved, it may be withdrawn by the City at any time if allowing the employee to continue would not be in the best interest of the City or have a negative impact on the operations of the City. The denial or rescinding of Physical and Mental Fitness Leave is not subject to grievance procedures or appeal processes.

5. Before being approved for Physical and Mental Wellness leave employees shall agree to complete up to three surveys about their physical and mental health and wellness: —one before taking leave and one at the end of the pilot program, and one during the pilot program, if the third survey is required by the Human Resources Department.

~~5~~6. Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.

~~6~~7. Employees may elect to forgo a scheduled period of Physical and Mental Fitness Leave. However, missed Physical and Mental Fitness Leave is forfeited for the week and may not be made up at a different time during the week it was missed.

~~7~~8**.** While considering and reviewing requests for participation in Physical and Mental Fitness Leave, supervisors should maintain adequate coverage to meet the business needs of the City, should not unfairly shift workloads to other staff members, and should not incur additional associated costs to the City.

~~8~~9. Participants in this program are responsible for notifying their supervisor should they cease to engage on a regular basis, in the Physical and Mental Fitness Leave on the days specified on their request.

~~9~~10. As a condition of participating in the Physical and Mental Fitness Leave, employees irrevocably agree to indemnify and hold the City of Santa Fe harmless from any and all liability and waive any claims, including but not limited to workers' compensation, for any and all injuries caused by or aggravated by activities completed during any Physical and Mental Fitness Leave.

~~10~~11. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

FIR No. 10682.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Updating and Extending the Mental Health and Wellness Pilot Program

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Human Resources

Staff Completing FIR: Bernadette Salazar, Human Resources Director **Date:** 5/28/2025
Phone: 505-955-6591

Reviewed by City Attorney: Erin McSherry **Date:** 06/05/2025
Erin McSherry (Jun 5, 2025 15:08 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The proposed resolution would extend a two (2) year pilot program ("Wellness Leave Pilot Program") for City of Santa Fe ("City") employees until June 2026. The Wellness Leave Pilot Program provides one (1) day a year of "Wellness Day Leave" and up to two (2) hours per week of "Physical and Mental Fitness Leave" for City employees. The resolution would also amend Personnel Rule 13.92 to require employees to agree to complete up to three surveys—one before leave is taken, one at the end of the pilot program, and, if determined helpful by the Human Resources Department, an additional survey during the program.

D**epartments Affected:**
All Departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Wellness Leave Pilot Program will end, and City employees would no longer have Wellness Day Leave and Physical and Mental Fitness leave.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2023-17 established the initial pilot program.

Performance and Administrative Implications:
The City would need to develop and the Human Resources Department would need to administer the required surveys. If the program contributes to hiring and retention and/or employee performance, then the program could improve city performance.

Fiscal Implications:

If the Health and Wellness program contributes to City hiring and retention and/or employee performance, then the program could have significant fiscal benefits to the City that are difficult to quantify without additional data. If every employee took Wellness Day Leave, the equivalent cost would be approximately $342,284. In addition, there is a possibility that overtime costs could be incurred as a result of the leave if a position requires an employee to work a shift in the absence of an employee who is on the leave, however that amount is unknown. It is unknown because an employee who is called in to work may or may not be eligible for overtime pay pursuant to City rules and the Fair Labor Standard Act. Additionally, most positions in the City do not require calling in another employee for overtime in the absence of the originally scheduled employee. If every employee utilized two hours per week of Physical and Mental Fitness Leave, the equivalent cost of the lost hours would be approximately $4,449,688. Lastly, if the past is predictive of the future, not all employees will utilize the benefits provided in Personnel Rule 13.

Fiscal Impact

___x___ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative: See above narrative.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Bernadette Salazar

Email: bjsalazar@santafenm.gov

CITY OF SANTA FE

FINANCE

DATE: May 21 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Emily K. Oster, Finance Director EKO

ITEM AND ISSUE:

The resolution approves budget amendments and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending March 31, 2025 (Third Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and that exclude permitted unspent budget amounts for capital projects and grant-funded projects from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (F): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000 for capital

projects and grant-funded projects), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous two sections (A-B). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $75,525,982 and a net increase to the overall revenue budget of $39,144,464. The resulting net expenditure increase of $36,381,518 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, a Third Quarter Review of the Fiscal Year 2025 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the Third Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Jun 4, 2025 11:22 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2025/Resolutions/ FY25 Third Quarter Budget Amendments

EXHIBIT A

CITY OF SANTA FE

3rd QUARTER FY 2024/25

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2024/25 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from available balance for various community health, safety, and success programs and resources, and project management and engineering *[CC apvd. 2/26/25, #9-hh]*	$ 3,088,000	$ -	$ (3,088,000)
100	General Fund	Re-appropriation of unspent prior year budget to fund planning and development fpr alternative non-congregate shelter options *[CC apvd. 1/29/25, #11-b]*	2,000,000	-	(2,000,000)
100	General Fund	Appropriation from available balance to fund term/temporary staffing, small business crime mitigation and security grants, small business development support, workforce development support, and annual office rental space costs paid by Economic Development *[CC apvd. 2/26/25, #9-r]*	1,646,000	-	(1,646,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for improvements to the W. Alameda culvert between Siler Rd. and Nix Lane, and various equipment/vehicle replacements *[CC apvd. 2/26/25, #9-x]*	780,000	780,000	-
100	General Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	1,266,043	1,266,043	-
100	General Fund	Appropriation from available balance for the resources, computer upgrades and consulting services for various devleopment, building, and planning projects *[CC apvd. 2/26/25, #9-gg]*	1,252,850	174,850	(1,078,000)
100	General Fund	Appropriation from available General Fund balance for non-public safety radio upgrades to allow for connectivity to the State radio systen *[CC apvd. 2/26/25, #9-bb]*	1,000,000	-	(1,000,000)
100	General Fund	Appropriation from available balance to fund purchases of equipment and contracted software/services for automated traffic enforcement, evidence analysis, fingerprint scanners, and narcotics testing equipment in the Police Department *[CC apvd. 2/26/25, #9-s]*	837,000	-	(837,000)
100	General Fund	Appropriation from available balance to fund purchase of ambulance gurneys and stair chairs, fire hose and nozzles, and mobile high speed internet *[CC apvd. 2/26/2025, #9-c]*	775,000	-	(775,000)
100	General Fund	Appropriation of prior year GRT revenue earned in excess of budgeted estimates to cover increased costs in the Inmate Confinement contract through the remainder of FY25 *[CC apvd. 1/9/25, #8-a]*	600,000	-	(600,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for replacement of a truck used in maintaining storm water drains and culverts along City-maintained streets *[CC apvd. 2/26/25, #9-u]*	550,000	550,000	-
100	General Fund	Appropriations from available balance to fund purchase and installation of thermal video surveilance system at McClure Dam, and development of a Continuity of Operations Plan *[CC apvd. 2/26/25*, #9-e]	491,110	251,110	(240,000)
100	General Fund	Appropriation of available balance for capital outlay deployment oversight and project management *[CC apvd. 2/26/25, #9-m]*	400,000	-	(400,000)
100	General Fund	Appropriation from available balance for removal of underground storage tanks at the Siler Road fuel station, soil testing, and backfill/compaction and blacktop cover *[CC apvd. 2/26/25, #9-n]*	300,000	-	(300,000)
100	General Fund	Appropriation from available balance to the City Attorney's office for hardware and licensing to enable compliance with legal storage requierements for IPRA requests *[CC apvd. 2/26/25, #9-kk]*	300,000	-	(300,000)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
100	General Fund	Appropriation from available balance for City contribution to the construction of ncesseary infrastructure to develop a full-service film backlot facility, and leased office space for the Santa Fe Film Office *[CC apvd. 2/26/25, #9-q]*	290,000	-	(290,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for enhanced weed control and medians maintenance *[CC apvd. 2/26/25, #9-y]*	270,000	270,000	-
100	General Fund	Appropriation from available balance to fund temporary staffing for the afterschool and summer youth programs *[CC apvd. 2/26/25, #9-k]*	200,000	-	(200,000)
100	General Fund	Appropriation from available balance for contracted employment law attorney services to assist in reviewing the City's administrative policies and personnel rules, regulations, and policies *[CC apvd. 2/26/25, #9-o]*	150,000	-	(150,000)
100	General Fund	Appropriation from available General Fund balance for Midtown redevelopment project management services, and administrative/management support for the Metropolitan Redevelopment Agency *[CC apvd. 2/26/25, #9-p]*	135,000	-	(135,000)
100	General Fund	Appropriation from available GRT balance for fiscal agent fees payable to the North Central New Mexico Economic Development as mandated by NM Department of Finance and Administration *[CC apvd. 2/26/25, #9-cc]*	120,000	120,000	-
100	General Fund	Appropriation from available balance to fund installation of security cameras at Fort Marcy *[CC apvd. 2/26/25, #9-f]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance to fund overtime costs and contract temporary positions to support the Office of Records custodians *[CC apvd. 2/26/25, #9-l]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance for consultant experts to evaluate options for Soldiers' Monument *[CC apvd. 2/26/25, #9-ff]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance for assessment of GCCC aquatic deferred maintenance *[CC apvd. 2/26/25, #9-j]*	70,000	-	(70,000)
100	General Fund	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	40,000	40,000	-
212	Economic Development	Appropriation from available balance to fund term/temporary staffing, small business crime mitigation and security grants, small business development support, workforce development support, and annual office rental space costs paid by Economic Development *[CC apvd. 2/26/25, #9-r]*	1,646,000	1,646,000	-
212	Economic Development	Appropriation of NM Economic Development Dept. grant to support the Parting Stones LEDA project *[CC apvd. 2/12/25, #9-n]*	150,000	150,000	-
212	Economic Development	Appropriation from available General Fund balance for Midtown redevelopment project management services, and administrative/management support for the Metropolitan Redevelopment Agency *[CC apvd. 2/26/25, #9-p]*	135,000	135,000	-
213	Lodgers' Tax Fund	Appropriation from available balance for the resources, computer upgrades and consulting services for various devleopment, building, and planning projects *[CC apvd. 2/26/25, #9-gg]*	174,850	-	(174,850)
216	Gross Receipts Tax Fund	Appropriation from available balance for replacement of the stucco at the GCCC *[CC apvd. 2/26/25, #9-t]*	1,500,000	-	(1,500,000)
216	Gross Receipts Tax Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	585,442	585,442	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
216	Gross Receipts Tax Fund	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	320,000	-	(320,000)
216	Gross Receipts Tax Fund	Appropriation from available 1/2% GRT fund balance for enhanced weed control and medians maintenance *[CC apvd. 2/26/25, #9-y]*	270,000	-	(270,000)
216	Gross Receipts Tax Fund	Appropriation from available balance for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	500,000	-	(500,000)
216	Gross Receipts Tax Fund	Appropriation from available GRT balance for fiscal agent fees payable to the North Central New Mexico Economic Development as mandated by NM Department of Finance and Administration *[CC apvd. 2/26/25, #9-cc]*	120,000	-	(120,000)
221	Emergency Services	Appropriation of NM DOJ grant for the purchase of new Alternative Response vehicles and computer hardware for mobile integrated health *[CC apvd. 1/15/25, #10-l]*	300,000	300,000	-
221	Emergency Services	Appropriation of DFA grant to purchase oudated/depreciated Self Contained Breathing Apparatuses *[CC apvd. 1/15/25, #10-k]*	250,000	250,000	-
223	Law Enforcement	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	7,191	7,191	-
231	City Drainage Fund	Appropriation of Santa Fe River donations collected from utility bill payments for improvements to the Santa Fe River *[CC apvd. 1/29/25, #10-j]*	293,534	293,534	-
232	Impact Fees Fund	Allocation of fire impact fees for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	1,100,000	-	(1,100,000)
232	Impact Fees Fund	Allocation of roads impact fees for the Agua Fria/S. Meadows Intersection CIP Project *[CC apvd. 2/12/2025, #10-a]*	933,000	-	(933,000)
232	Impact Fees Fund	Allocation of NM DOT grant for traffic signal improvements to the Santa Fe Rail Trail *[CC apvd. 2/26/25, #9-pp]*	23,184	-	(23,184)
240	Community Development	Appropriation from available balance for various community health, safety, and success programs and resources, and project management and engineering *[CC apvd. 2/26/25, #9-hh]*	3,438,000	3,438,000	-
240	Community Development	Re-appropriation of unspent prior year budget to fund planning and development fpr alternative non-congregate shelter options *[CC apvd. 1/29/25, #11-b]*	2,000,000	2,000,000	-
240	Community Development	Appropriation of NM DFA grant funding for the Lamplighter Inn Homeless Shelter conversion project *[CC apvd. 1/29/25, #10-d]*	844,470	844,470	-
255	QOL - Parks Trails & Watershed	Allocation of NM DOT grant funding for litter control via the Que Linda Beautification Program *[CC apvd. 1/29/25, #10-i]*	95,000	95,000	-
256	Recreation Fund	Transfer of funding for the Temporary Summer Youth Program positions from GCCC to Recreation *[CC apvd. 2/26/25, # 9-k]*	200,000	200,000	-
260	SF Film Office	Allocation of City and SF County shares of funding for the Santa Fe Fillm Office *[CC apvd. 1/29/25, #10-e]*	371,744	583,188	211,444
260	SF Film Office	Appropriation from available balance for City contribution to the construction of ncesseary infrastructure to develop a full-service film backlot facility, and leased office space for the Santa Fe Film Office *[CC apvd. 2/26/25, #9-q]*	290,000	290,000	-
320	CIP Facilities	Appropriations from various fund balances for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	1,750,000	1,750,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
320	CIP Facilities	Appropriation from available GRT fund balance for replacement of stucco at the GCCC *[CC apvd. 2/26/25, #9-t]*	1,500,000	1,500,000	-
320	CIP Facilities	Appropriation from available 1/2% GRT balance for parking lot repairs and ADA-required repairs of the Southside and LaFarge libraries *[CC apvd. 2/26/25, #9-v]*	400,000	400,000	-
320	CIP Facilities	Appropriation from available balance for removal of underground storage tanks at the Siler Road fuel station, soil testing, and backfill/compaction and blacktop cover *[CC apvd. 2/26/25, #9-n]*	300,000	300,000	-
320	CIP Facilities	Appropriation from available balance for repairs to the Convention Center bell tower elevators *[CC apvd. 2/26/25, #9-w]*	200,000	200,000	-
320	CIP Facilities	Appropriation of NM DFA grant for the Municipal Court improvements project *[CC apvd. 2/12/25, #9-m]*	29,843	29,843	-
330	CIP Streets & Roadways	Allocation of one time funding from operating budget to fund the Citywide Sidewalk Improvement program *[CC apvd. 3/12/25, #9-c]*	1,000,000	1,000,000	-
330	CIP Streets & Roadways	Allocation of roads impact fees for the Agua Fria/S. Meadows Intersection CIP Project *[CC apvd. 2/12/2025, #10-a]*	933,000	933,000	-
330	CIP Streets & Roadways	Appropriation of one-time funding for the St. Michael's intersection improvements project *[CC apvd. 1/29/25, #10-n]*	200,000	200,000	-
330	CIP Streets & Roadways	Allocation of NM DOT grant for traffic signal improvements to the Santa Fe Rail Trail *[CC apvd. 2/26/25, #9-pp]*	92,737	92,737	-
345	CIP Community Development	Appropriation of NM DFA grant to fund Kitchen Angels Homebound Meals program, and renovations to the facility *[CC apvd. 2/12/25, #9-j, k, & l]*	496,000	496,000	-
350	CIP Arts and Culture	Allocation of DFA grant to plan, design, and construct accessibility improvements at El Museo *[CC apvd. 1/15/25, #10-f & #10-h]*	300,681	300,681	-
350	CIP Arts and Culture	Appropriation from NM DFA grant to fund upgrades to El Museo *[CC apvd. 2/12/25, #9-b]*	207,900	207,900	-
355	CIP Parks and Trails	Appropriation from NM DFA grant to equip Los Prados park *[CC apvd. 3/12/25, #9-n]*	438,000	438,000	-
365	½% GRT Income Fund	Appropriation from available 1/2% GRT fund balance for improvements to the W. Alameda culvert between Siler Rd. and Nix Lane, and various equipment/vehicle replacements *[CC apvd. 2/26/25, #9-x]*	1,010,000	-	(1,010,000)
365	½% GRT Income Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	780,588	780,588	-
365	½% GRT Income Fund	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	680,000	-	(680,000)
365	½% GRT Income Fund	Appropriation from available 1/2% GRT fund balance for replacement of a truck used in maintaining storm water drains and culverts along City-maintained streets *[CC apvd. 2/26/25, #9-u]*	550,000	-	(550,000)
365	½% GRT Income Fund	Appropriation from available 1/2% GRT balance for parking lot repairs and ADA required repairs of the Southside and LaFarge libraries *[CC apvd. 2/26/25, #9-v]*	400,000	-	(400,000)
365	½% GRT Income Fund	Appropriation from available GRT fund balance for various repairs and maintenance projects at the GCCC *[CC apvd. 2/26/25, #9-g, -h, -l, -j]*	280,000	-	(280,000)
365	½% GRT Income Fund	Appropriation from available balance for Micro Community project management and engineering *[CC apvd. 2/26/25, #9-hh]*	350,000	-	(350,000)
365	½% GRT Income Fund	Appropriation from available balance to purchase 16 anti-vehicle ramming barriers for City event safety *[CC apvd. 2/26/25, #9-e]*	251,110	-	(251,110)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
365	½% GRT Income Fund	Appropriation from available balance for repairs to the Convention Center bell tower elevators *[CC apvd. 2/26/25, #9-w]*	200,000	-	(200,000)
365	½% GRT Income Fund	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	150,000	-	(150,000)
365	½% GRT Income Fund	Appropriation from available balance for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	150,000	-	(150,000)
400	Debt Service Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	19,707	19,707	-
500	Waste Water Management	Appropriation from available balance to fund on-call CIP construction services *[CC apvd. 1/15/25, #10-c]*	4,109,145	-	(4,109,145)
500	Waste Water Management	Appropriation from available balance to fund continued environmental and ecological services for the Paseo Real Wastewater treatment plant *[CC apvd. 3/12/25, #9-f]*	2,094,285	-	(2,094,285)
500	Waste Water Management	Appropriation from available balance to fund various Waste Wate CIP projects *[CC apvd. 2/26/25, #9-ll]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund on-call electrical services *[CC apvd. 2/26/25 #9-mm]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund on-call electrical services *[CC apvd.3/26/25, #9-e]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund design and construction of the Jemez Road sewer line *[CC apvd. 1/29/25, #10-m]*	400,000	400,000	-
500	Waste Water Management	Appropriation from available balance to fund ongoing equipment rental services *[CC apvd. 3/26/25, #9-h]*	249,984	-	(249,984)
500	Waste Water Management	Appropriations from various funds to support purhcase of asset management software and implementation services *[CC apvd. 1/29/25, #10-l]*	111,228	-	(111,228)
500	Waste Water Management	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	7,191	7,191	-
505	Water Management	Appropriation of Santa Fe River donations collected from utility bill payments for improvements to the Santa Fe River *[CC apvd. 1/29/25, #10-j]*	293,534	-	(293,534)
505	Water Management	Allocation of Public Works on-call engineering services funds for water-related engineering services *[CC apvd. 1/15/25, #10-q]*	183,874	-	(183,874)
510	Environmental Services	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	97,574	97,574	-
511	Utilities Administration	Appropriations from various funds to support purhcase of asset management software and implementation services *[CC apvd. 1/29/25, #10-l]*	495,629	435,702	(59,927)
511	Utilities Administration	Appropriation from available balance to fund temporary staffing needs *[CC apvd. 3/26/25, #9-i]*	150,000	-	(150,000)
511	Utilities Administration	Appropriation to cover credit card fees for utility payments *[CC apvd. 3/12/25, #9-l]*	120,000	-	(120,000)
515	Railyard Properties	Appropriation of available Railyard funds for deferred safety/maintenance projects at the Railyard *[CC apvd. 2/26/2025, #9-b]*	750,000	-	(750,000)
515	Railyard Properties	Appropriation of NM DFA grant to plan, design, construct, and upgrade and improve heating, ventilation, and air conditioning systems and electrical infrastructure *[CC apvd. 1/15/25, #10-g]*	100,000	100,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
530	Municipal Recreation Complex	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	1,000,000	1,000,000	-
545	Airport	Appropriation of NM DOT grant to plan, design and construct a road from NM Hwy 599 to the Airport *[CC apvd. 9/26/25, #9-z]*	4,500,000	4,500,000	-
545	Airport	Appropriation of NM DFA grant to plan, design, construct, improve, and equip phase 2 of the Santa Fe Airport expansion *[CC apvd. 2/12/25, #9-f]*	1,980,000	1,980,000	-
545	Airport	Appropriation of NM DOT grant to fund the Airport Terminal Apron reconstruction project *[CC apvd. 1/29/25, #10-g, -h]*	1,972,137	1,774,923	(197,214)
545	Airport	Adjustment to re-budget remaining portion of US DOT/FAA grant to fund grant & TSA compliance, runway lighting repairs, de-icing items, ARFF truck rental, new equipment and various construction projects *[CC apvd. 1/15/25, #10-v]*	1,570,927	1,570,927	-
545	Airport	Adjustment to re-budget remaining FY24 balance to repair hangar doors *[CC apvd. 1/15/25, #10-j]*	286,560	-	(286,560)
550	Genoveva Chavez Community Ctr	Appropriation from available GRT fund balance for various repairs and maintenance projects at the GCCC *[CC apvd. 2/26/25, #9-g, -h, -l, -j]*	280,000	280,000	-
550	Genoveva Chavez Community Ctr	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	110,000	110,000	-
550	Genoveva Chavez Community Ctr	Appropriation from available balance for assessment of GCCC aquatic deferred maintenance *[CC apvd. 2/26/25, #9-j]*	70,000	70,000	-
620	Services to Other Departments	Appropriation from available General Fund balance for non-public safety radio upgrades to allow for connectivity to the State radio systen *[CC apvd. 2/26/25, #9-bb]*	1,000,000	1,000,000	-
620	Services to Other Departments	Appropriation from available balance to the City Attorney's office for hardware and licensing to enable compliance with legal storage requierements for IPRA requests *[CC apvd. 2/26/25, #9-kk]*	300,000	300,000	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 69,257,427***	***$ 36,544,601***	***$ (32,712,826)***

CITY OF SANTA FE

3rd QUARTER FY 2024/25

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SUB-SECTION [B]

AMENDMENTS TO FY 2024/25 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A) , (B), AND (F)

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025

SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Adjustment to re-budget unspent FY24 budget for site planning and development fro alternative non-congregate shelter options	$ 2,000,000	$ -	$ (2,000,000)
100	General Fund	Appropriation from available balance to enhance the Office of Affordable Housing's communication and outreach efforts	60,000	-	(60,000)
100	General Fund	Appropriation from available balance to fund temporary staffing to support special projects related to homelessness, housing, and community services	60,000	-	(60,000)
100	General Fund	Appropriation from available balance for Indigov Constituent Services system implementation	55,000	-	(55,000)
100	General Fund	Appropriation from available balance for the installation of security cameras at the Main and Southside Libraries	50,000	-	(50,000)
100	General Fund	Appropriation from available 1/2% Capital GRT fund balance for repair/maintenance to the Bicentennial tot pool	40,000	40,000	-
100	General Fund	Re-appropriation of unspent prior year budget originally budgeted for new constituent services Customer Relationship Management system	40,000	-	(40,000)
100	General Fund	Appropriation from available fund balance for repairs and maintenance to the GCCC Zamboni machine, and gymnasium screen divider curtain motors	40,000	-	(40,000)
100	General Fund	Appropriation from available balance for courtroom audio upgrades	33,000	-	(33,000)
100	General Fund	Re-allocation of funding for Emergency Management Coordinator position from Emergency Services to General Fund	32,765	-	(32,765)
100	General Fund	Adjustment to fund the reclassification of 2 Economic Development Specialist positions to Economic Development Specialist II	9,374	9,374	-
213	Lodgers' Tax Fund	Appropriation of a NM Dept. of Tourism grant for the Route 66 project	42,333	42,333	-
221	Emergency Services	Adjustment to re-budget remaining portion of State Fire Fund grant for Fire vehicles, supplies, training and equipment	279,131	-	(279,131)
221	Emergency Services	Allocation of NM DFA grant to fund paramedic school tuition for employees	60,000	60,000	-
221	Emergency Services	Appropriation of US DHS/EM grant for firefighter ARFF training	38,951	31,161	(7,790)
221	Emergency Services	Re-allocation of funding for Emergency Management Coordinator position from Emergency Services to General Fund	(32,765)	-	32,765
232	Impact Fees Fund	Allocation of parks impact fees for services related to the El Camino Real Academy trail connector project	-	2,773	2,773
233	Transportation Grants	Appropriation of FTA/NMHTD Section 112 and Section 5303 Grants to support MPO transportation planning activities	40,694	40,694	-
240	Community Development	Adjustment to NM Tourism Keep Santa Fe Beautiful Grant based on final award	4,695	16,695	12,000
241	Senior Citizen Grants/Programs	Appropriation of NM Aging and Long Term Services grant funding to support the Senior Volunteer Programs	(8,414)	9,120	17,534
251	Library Fund	Appropriation from available balance for the installation of security cameras at the Main and Southside Libraries	25,000	25,000	-
251	Library Fund	Adjustment to re-budget remaining portion of NM State Library Grant for purchase of Library materials, databases, and furniture for public use	20,574	20,574	-
365	½% GRT Income Fund	Appropriation from available fund balance for repair/maintenance to the Bicentennial tot pool and replacement of the GCCC ice arena compressor 3 and dehumidification unit	130,000		(130,000)
500	Waste Water Management	Appropriation from available balance to fund engineering and design plans and services	339,388	-	(339,388)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
505	Water Management	Appropriation to cover projected shortfall in operating supplies for the Water Transimission & Distribution Section	60,000	-	(60,000)
510	Environmental Services	Re-appropriation of unspent prior year budget for CIP project design of administrative offices and maintenance facility	546,690	-	(546,690)
550	Genoveva Chavez Community Ctr	Appropriation from available fund balance for replacement of the GCCC ice arena compressor 3, dehumidification unit and gymnasium screen divider curtain motors, and repairs and maintenance to the Zamboni machine	130,000	130,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for tablet purchases	33,800	33,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Transit Division for various hardware purchases and services	22,937	22,937	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	16,902	16,902	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for computer hardware purchases and monthly service charges	12,750	12,750	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Human Resources for computer hardware purchases	9,600	9,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	7,000	7,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for new hardware	6,100	6,100	-
620	Services to Other Departments	Adjustment of ITT internal service charges to City Clerk's Office for a mobile phone purchase	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for cell phone purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Municipal Court for tablet purchase	2,000	2,000	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 6,268,555***	***$ 2,599,863***	***$ (3,668,692)***

CITY OF SANTA FE

3rd QUARTER FY 2024/25

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SUB-SECTION [C]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2024/25 BUDGET BY FUND

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [C]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 19,281,142	$ 3,501,377	$ (15,779,765)
212	Economic Development	1,931,000	1,931,000	-
213	Lodgers' Tax Fund	217,183	42,333	(174,850)
216	Gross Receipts Tax Fund	3,295,442	585,442	(2,710,000)
221	Emergency Services	895,317	641,161	(254,156)
223	Law Enforcement	63,441	63,441	-
231	City Drainage Fund	293,534	293,534	-
232	Impact Fees Fund	2,056,184	2,773	(2,053,411)
233	Transportation Grants	40,694	40,694	-
240	Community Development	8,287,165	8,299,165	12,000
241	Senior Citizen Grants/Programs	(8,414)	9,120	17,534
251	Library Fund	45,574	45,574	-
255	Quality of Life Fund	95,000	95,000	-
256	Recreation Fund	200,000	200,000	-
260	SF Film Office	661,744	873,188	211,444
320	CIP Facilities	4,179,843	4,179,843	-
330	CIP Streets & Roadways	2,225,737	2,225,737	-
345	CIP Community Development	496,000	496,000	-
350	CIP Arts and Culture	508,581	508,581	-
355	CIP Parks and Trails	438,000	438,000	-
365	½% GRT Income Fund	4,931,698	780,588	(4,151,110)
400	Debt Service Fund	19,707	19,707	-
500	Waste Water Management	9,258,596	407,191	(8,851,405)
505	Water Management	537,408	-	(537,408)
510	Environmental Services	644,264	97,574	(546,690)
511	Utilities Administration	765,629	435,702	(329,927)
515	Railyard Properties	850,000	100,000	(750,000)
530	Municipal Recreation Complex	1,000,000	1,000,000	-
545	Airport	10,309,624	9,825,850	(483,774)
550	Genoveva Chavez Community Ctr	590,000	590,000	-
620	Services to Other Departments	1,415,889	1,415,889	-
QUARTERLY TOTAL - ALL FUNDS		***$ 75,525,982***	***$ 39,144,464***	***$ (36,381,518)***

FIR No. 10686.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Third Quarter Budget Amendments, Fiscal Year 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins **Date:** 5/21/2025 **Phone:** (505) 955-6177

Reviewed by City Attorney: Erin McSherry Date: 06/04/2025
Erin McSherry (Jun 4, 2025 11:22 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The purpose of the Resolution is to approve Third Quarter FY 2025 budget adjustments and request Department of Finance Authority to approve Third Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 3rd Quarter FY 2024-25 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

CITY OF SANTA FE

Memorandum

Date: June 4, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee

From: Regina Wheeler, Public Works Director RW

RE: Establishing Santa Fe as a Vision Zero

SUMMARY:

The purpose of the proposed resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take actions that support the Vision Zero Goals on improved traffic safety and reduction in deaths and injuries due to traffic accidents and collisions. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all. The resolution would direct the City Manager to work with City staff to complete the following Vision Zero strategies:

- Impropriate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycle and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe Metropolitan Planning Organization's Local Road Safety Plan (2022), and the Complete Streets Design Standards.
- Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
- Apply the Safe System Approach in designing the City of Santa Fe's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of mistake low.

Making streets safer for all users has been a focus of the Public Works Department's Complete Streets Division and the Santa Fe Metropolitan Planning Organization, and establishing the City as a Vision Zero participant would build upon what the City has worked to accomplish. Several projects that increase safety have been implemented in the City, including utilizing high-visibility crosswalk markings, adding leading pedestrian intervals to signal timing to allow pedestrians to enter a crosswalk before turning vehicles begin to move, reconfiguring intersections, narrowing traffic lanes to slow traffic, and many other methods. These improvements have been funded through operating budget, legislative appropriations, federal funding, and impact fees.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE

Memorandum

Date: 6/4/2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee

From: Romella Glorioso-Moss, Public Works Projects Administrator

Via: Regina Wheeler, Public Works Director

RE: Establishing Santa Fe as a Vision Zero

SUMMARY:

The purpose of the proposed resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take actions that support the Vision Zero Goals on improved traffic safety and reduction in deaths and injuries due to traffic accidents and collisions. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all. The resolution would direct the City Manager to work with City staff to complete the following Vision Zero strategies:

- Impropriate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycle and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe Metropolitan Planning Organization's Local Road Safety Plan (2022), and the Complete Streets Design Standards.
- Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
- Apply the Safe System Approach in designing the City of Santa Fe's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of mistake low.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber Councilor Michael Garcia

A RESOLUTION

ESTABLISHING THE CITY OF SANTA FE AS A VISION ZERO CITY AND DIRECTING THE CITY MANAGER TO TAKE ACTION IN SUPPORT OF THE VISION ZERO GOAL.

WHEREAS, vehicular fatalities and serious injuries are unacceptable and most are preventable; and

WHEREAS, in 2022 the National Traffic Safety Administration reported that out of five million, nine hundred thirty thousand, four hundred ninety-six (5,930,496) nationwide police-reported crashes, forty-two thousand, five hundred fourteen (42,514) resulted in fatalities while two million, three hundred eighty-two thousand, seven hundred seventy-one (2,382,771) resulted in serious injuries; and

WHEREAS, of the forty-two thousand, five hundred fourteen (42,514) fatalities in 2022, eleven thousand, three hundred (11,300) were unrestrained motor vehicle occupants, thirteen thousand, five hundred (13,500) were alcohol-impaired driving related, and twelve thousand, one hundred fifty (12,150) were speed related – all preventable crashes; and

WHEREAS, according to a New Mexico Department of Transportation ("NMDOT")

press release from October of 2024, New Mexico has had the highest number of pedestrian fatalities per capita rate in the nation since 2016; and

WHEREAS, the NMDOT annual report from 2022 establishes the following statistics:

- fatalities in New Mexico have increased by nineteen percent (19%) from 2018 to 2022; and
- from 2018 to 2022, for state roads, Santa Fe has four (4) of the top ten (10) "high incident intersections" for pedestrian crashes and two (2) of the top ten (10) for fatal crashes; and
- New Mexico's traffic fatality rate of 1.73 per one hundred thousand (100,000) people in 2022 was higher than the national average of 1.33 per one hundred thousand (100,000) people; and

WHEREAS, the Santa Fe New Mexican published the following information from NMDOT about Santa Fe intersections:

- the most dangerous areas for pedestrian crashes in Santa Fe are along the intersections on Cerrillos Road, including, in order, Camino Carlos Rey, Zafarano Drive, St. Michael's Drive, and Siler Road;
- Cerrillos Road is also the location of the three (3) top ten (10) intersections for fatal crashes, including, in order, Richards Avenue, Camino Carlos Rey, and Zafarano Drive; and

WHEREAS, "Vision Zero" is a strategy to reduce all traffic fatalities and severe traffic and vehicle related injuries, while increasing safe, healthy, and equitable mobility for all; and

WHEREAS, the Vision Zero strategy was first adopted in Sweden in 1997; and

WHEREAS, since the implementation of Vision Zero in Sweden in 1997, the national government of Sweden has reported that traffic fatalities have been cut in half; and

WHEREAS, Vision Zero has spread around the world since its first adoption in 1997,

including twenty (20) cities in the United States of America; and

WHEREAS, in 2021, the Federal Highway Administration adopted the Vision Zero strategy; and

WHEREAS, the Bicycling and Pedestrian Advisory Committee Strategic Plan recommends that the City of Santa Fe ("City") "advocate for Vision Zero as a City policy"; and

WHEREAS, the Governing Body believes that adopting Vision Zero as a strategy will promote safe mobility in Santa Fe; and

WHEREAS, reaching zero (0) deaths requires the implementation of a "Safe System" approach, which is founded on six (6) principles: deaths and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial; and

WHEREAS, according to the United States Department of Transportation Federal Highway Administration, the Safe Systems Approach is a multi-layered implementation model that is necessary for a Vision Zero model to be successful in the United States; and

WHEREAS, in 2024, NMDOT launched the "Target ZeroNM" initiative, with the goal of coordinating all transportation safety work currently underway in New Mexico and sharpening NMDOT's focus on safety; and

WHEREAS, Target ZeroNM envisions a transportation system where every journey by car is completed safely, with zero driving related deaths in New Mexico by 2050.

WHEREAS, the City, in cooperation with the Santa Fe Metropolitan Planning Organization ("MPO"), has, for the past five (5) years, focused exclusively on road safety and adheres to the NMDOT's goal to implement ZeroNM through the following principles:

- Completion of the Agua Fria Corridor Study that targets reducing speed and increasing safety through the corridor.
- New transportation data platform investments that include speed, crash, volume,

and reliability data that are now easily transformed into policy information supporting strategies and policies intended to increase safety for all users.

- Completion of the Multimodal Transition Plan with the specific intent to increase safety for all users.
- Completion of the Santa Fe Neighborhood Street Safety Study where an innovative "Comparative Analysis" matching community-identified concerns, existing data and analysis that translates into implementable safety strategies.
- Participation in a Cerrillos Road - Safety Audit sponsored by NMDOT that targets specific infrastructure modifications for the purpose of slowing speeds and increasing safety.
- A new commitment to the critical analysis of all future re-paving and subsequent re-striping projects to seek opportunities to reduce lane widths, lower speeds, enhance bicycle facilities and pedestrian crossing for increase safety.
- The recalibration of traffic signals to include leading pedestrian intervals.
- Completion of the Santa Fe MPO Local Road Safety Plan detailing specific countermeasures, infrastructure improvements and planning considerations targeting "High Injury Networks".
- Completion of the City Transportation Impact Assessment Guidelines that focus on levels of service for all users, support infrastructure needs that slows traffic, and includes a level of stress analysis for pedestrians and bicyclists; and

WHEREAS, the principles from the MPO Local Road Safety Plan outlined above are part of the MPO's initiative to adhere to NMDOT's desire to implement the zero deaths vision, which is the U.S Department of Transportation Federal Highway Administration's rendition of Vision Zero.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that the

Governing Body hereby honors and supports the adoption of a Vision Zero strategy to significantly reduce traffic fatalities and serious injuries by 2050.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to work with staff to complete the following actions in support of the Vision Zero goal:

1) Incorporate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycling and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe MPO Local Road Safety Plan (2022), and Complete Streets Resolution No. 2022-46.
2) Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
3) Apply the Safe System approach in designing the City's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of a mistake low; and increasing the chances that when a mistake leads to a crash, the impact on the human body doesn't result in a fatality or serious injury. Road design and management should encourage safe speeds and appropriate pre-crash angles to reduce injury severity.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 6, 2025 16:26 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10678.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing Santa Fe as a Vision Zero City

Sponsor(s): Mayor Alan Webber and Councilor Michael Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 5/20/2025 **Phone:** (505) 955-6622

Reviewed by City Attorney: Erin McSherry **Date:** 06/11/2025
Erin McSherry (Jun 11, 2025 11:01 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/11/2025

Summary:
The purpose of this Resolution is to establish the City of Santa Fe ("City") as a "Vision Zero" city, and to direct the City Manager to take requisite actions that support the Vision Zero goal. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic-related injuries while increasing safety, health, and equitable mobility for all.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not adopt the Vision Zero strategy.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The proposed resolution directs the City Manager to work with staff to incorporate strategies that support the Vision Zero Goal or significantly reduce all traffic fatalities and severe traffic and vehicle related injuries.

Fiscal Implications:
While there is no immediate fiscal impact of this resolution, funding will likely be needed to implement Vision Zero solutions as they are identified by the City Manager and City staff.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Jun 11, 2025 13:10 MDT)

Email: rawheeler@santafenm.gov

FIR No. 10678.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing Santa Fe as a Vision Zero City

Sponsor(s): Mayor Alan Webber and Councilor Michael Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss **Date:** 5/20/2025 **Phone:** (505) 955-6623

Reviewed by City Attorney: Erin McSherry **Date:** _____
Erin McSherry (Jun 6, 2025 16:26 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/06/2025

Summary:
The purpose of this Resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take requisite actions that support the Vision Zero goal. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not adopt the Vision Zero strategy.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The proposed resolution directs the City Manager to work with staff to incorporate strategies that support the Vision Zero Goal or significantly reduce all traffic fatalities and severe traffic and vehicle related injuries.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 6, 2025

To: Governing Body and Quality of Life Committee

From: Erin K. McSherry, City Attorney EM

RE: Deputy City Manager Appointment

SUMMARY:

The proposed bill would remove the sixty (60) day timeline for appointing a deputy city manager and the requirement that the Governing Body approve the Deputy City Manager's position description. It requires that the deputy city manager have the same minimum qualifications as the city manager.

The bill would also remove language that is inconsistent with the City's Charter that states that the city manager is responsible for the preparation of the annual budget. The Charter requires that the Mayor prepare and introduce the budget.

The sixty-day timeline for appointing a deputy is unrealistic for a new city manager. A timeline also does not serve an apparent public policy interest. For example, if one deputy city manager leaves and the city manager wishes to appoint a new one, a timeline starting at the time the city manager is appointed is illogical.

Requiring the deputy city manager to have the same minimum qualifications as the city manager serves the interest of having an adequately qualified person serve in the city manager's absence during vacations, etc. The required minimum qualifications would not, however, mean that a mayor would have to appoint the deputy city manager as city manager if a city manager departed.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-16

INTRODUCED BY:

Mayor Alan Webber

A BILL

AMENDING SECTION 2-4.6 TO REMOVE THE SIXTY (60) DAY TIMELINE FOR THE CITY MANAGER TO HIRE A DEPUTY CITY MANAGER AND UPDATE THE SECTION CONSISTENT WITH THE CHARTER

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-4.6 of SFCC 1987 (being Ord. No. 1954-3, § 3, as amended) is amended to read:

2-4.6 - Powers and duties of the city manager.

The city manager shall:

A. Be the chief administrator officer of the city, and be the contracting officer of the city, with the approval of the governing body. The city manager may enter into contracts having up to a total value of one hundred and fifty thousand dollars ($150,000), excluding applicable taxes. Beginning July 1, 2024, the city manager may enter into contracts having up to a total value of two hundred thousand dollars ($200,000), excluding applicable taxes. The city manager shall enter into or terminate the following types of contracts or agreements only with the express approval of the governing body.

underscored material = new [~~bracketed material~~] = delete

(1) Memoranda of understanding (MOUs) with governmental entities, joint powers agreements (JPAs), and any other agreements or contracts with a value that exceeds one hundred and fifty thousand dollars ($150,000), excluding applicable taxes, and two hundred thousand dollars ($200,000) beginning July 1, 2024, excluding applicable taxes. For the purposes of this provision governmental entity includes but is not limited to; counties, states, federal agencies, housing authorities, tribes, or intergovernmental agencies; and

(2) Agreements on land use issues that modify the terms of land use approvals made by the governing body or any other public decision-making body to whom the governing body has delegated some of its zoning and land use authority, or agreements on land use issues that deviate from the ordinances contained in Chapter 14 SFCC 1987 or any plans or agreements that have been approved under those ordinances except as may be authorized in Chapter 14 or by such agreement;

B. Have the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted;

C. Publish a list of all contracts the city manager signed each month to the city's public website within ten (10) business days of the end of each month. The list shall include contract party/ies name(s), value and duration of the contract, and contract purpose. One or more city manager designee(s) may facilitate compiling and publishing the list.

D. Employ and discharge all municipal employees in accordance with the city's personnel rules and regulations, collective bargaining agreements and other applicable policies and ordinances.

E. Coordinate and supervise the activities and operations of the various departments established by the governing body within the city government, and efficiently manage the administrative affairs of the city;

F. Carry out, expeditiously and efficiently, the programs and policies adopted by the governing body and cause to be enforced all ordinances and regulations adopted by the governing body;

G. Attend all meetings of the governing body and of committees thereof, or send a delegate, and the city manager or delegate shall participate in the discussion of all matters pertaining to the administration of city affairs coming before the governing body or such committees, but the city manager or delegate shall not have the right to vote;

~~[H. Be responsible for the preparation of the annual budget;]~~

[~~I~~]H. Keep the governing body informed of the financial condition and of the needs of the city and render reports with respect thereto and with respect to all other city affairs at such times and in such forms as may, from time to time, be prescribed by the governing body, accompanied by such recommendations as the city manager may deem advisable;

[~~J~~]I. Formulate and recommend to the mayor and city council the adoption of such measures as the city manager may, from time to time, deem necessary or advisable for the health, safety and welfare of the city and its inhabitants, or for the improvement of administrative or departmental functions and services;

[~~K~~]J. Make recommendations with respect to the purchase on behalf of the city departments of materials, supplies, and equipment and supervise the making of such purchases when and in the manner authorized by the governing body;

[~~L~~]K. Ensure that the city's collective bargaining management team and the governing body hold a meeting in executive session for the purpose of broadly discussing issues of collective bargaining previous to the annual collective bargaining negotiations between the city and its

bargaining units so as to empower the management team with the authority to negotiate in good faith;

[~~M~~]L. [~~May~~] If desired, appoint a deputy city manager. [~~within sixty (60) days of being appointed city manager. Prior to the appointment of a deputy city manager, the city manager shall present a job description to the governing body for review and approval.~~] The powers and duties designated to the deputy city manager shall not exceed the powers and duties of the city manager, and the minimum qualifications shall be at least those required for the City Manager; and

[~~N~~]M. Report to the governing body every six (6) months regarding the organization of the city's departments and divisions.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 6, 2025 16:16 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/2025-16/ Deputy City Manager Appointment

FIR No. 10689.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Deputy City Manager Appointment

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Human Resources; City Manager; City Attorney's Office

Staff Completing FIR: Erin K. McSherry **Date:** 6/6/2025 **Phone:** (505) 955-6591

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jun 6, 2025 16:16 MDT) **Date:** 06/06/2025

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The proposed bill would remove the sixty (60) day timeline for appointing a deputy city manager and the requirement that the Governing Body approve the deputy city manager's position description. It requires that the deputy city manager have the same minimum qualifications as the city manager. The bill would also remove language that is inconsistent with the City's Charter that states that the city manager is responsible for the preparation of the annual budget. The Charter requires that the Mayor prepare and introduce the budget.

Departments Affected:
Human Resources Department and City Manager.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Code would continue to provide that the city manager has the right to hire a deputy city manager within sixty (60) days of being appointed and would not require the position of deputy city manager to have the same minimum qualifications as the position of city manager. In addition, the code regarding the city manager duties would remain inconsistent with the City Charter.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The sixty-day timeline for appointing a deputy is unrealistic for a new city manager. A timeline also does not serve an apparent public policy interest. For example, if one deputy city manager leaves and the city manager wishes to appoint a new one, a timeline for hiring the deputy that starts at the time the city manager is appointed is illogical. Requiring the deputy city manager to have the same minimum qualifications as the city manager serves the interest of having an adequately qualified person serve in the city manager's absence during vacations, etc. The required minimum qualifications would not, however, mean that a mayor would have to appoint the deputy city manager as city manager if a city manager departed. The Human

Resources Department would update the minimum qualifications required for the deputy city manager to be the same as the city manager. The city manger would still have the ability to appoint a deputy city manager.

Fiscal Implications:
None.

Fiscal Impact

_____x_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative: