



# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MAY 19, 2021  
5:00 PM  
ATTEND VIRTUALLY

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## SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Quality of Life Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
  - a. Approval of the May 5, 2021 Quality of Life Committee Meeting Minutes.
6. **ACTION ITEMS: CONSENT**
  - a. Request for Approval of Amendment No. 1 to Contract # 19-0592 for Interfaith Shelter to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), 505 470-3186)

**Committee Review:**

Finance Committee: 05/17/2021



City of Santa Fe

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Quality of Life Committee: 05/19/2021  
Governing Body: 05/26/2021

- b. Request for Approval of Amendment No. 1 to Contract # 20-0565 for the NM Suicide Intervention Project to Increase Safety Net Services for Virtual Suicide Prevention Services and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), 505 470-3186)

**Committee Review:**

Finance Committee: 05/17/2021  
Quality of Life Committee: 05/19/2021  
Governing Body: 05/26/2021

- c. Request for Approval of Amendment No. 1 to Contract # 19-0594 for New Mexico Immigrant Law Center to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), 505 470-3186)

**Committee Review:**

Finance Committee: 05/17/2021  
Quality of Life Committee: 05/19/2021  
Governing Body: 05/26/2021

- d. Request for Approval of Amendment No. 1 to Contract # 20-0563 for Gerard's House to Add Safety Net Services of Grief Support Groups for Youth and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), 505 470-3186)

**Committee Review:**

Finance Committee: 05/17/2021  
Quality of Life Committee: 05/19/2021  
Governing Body: 05/26/2021

- e. Submit for Review US Department of Justice, Office of Justice Programs, Certifications and Assurances by the Chief Executive of the Applicant Government. (Andrew Padilla, Chief of Police Department: [aapadilla@santafenm.gov](mailto:aapadilla@santafenm.gov), 505-955-5102) **Committee Review:**



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Quality of Life Committee: 05/19/2021  
Finance Committee: 06/01/2021  
Governing Body: 06/09/2021

## 7. PRESENTATIONS

- a. Youth Update (Kyra Ochoa, Community Health and Safety Department  
Director: krochoa@santafenm.gov, 505-955-6603)
- b. Federal ARP Funds (Kyra Ochoa, Community Health and Safety  
Director: krochoa@santafenm.gov, 505-955-6603; and Rich Brown,  
Community Development  
Director: rdbrown@santafenm.gov, 505-955-6625)

## 8. MATTERS FROM STAFF

## 9. MATTERS FROM THE COMMITTEE

## 10. MATTERS FROM THE CHAIR

## 11. NEXT MEETING: Wednesday, June 2, 2021

## 12. 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.**



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MAY 05, 2021  
5:00 PM  
VIRTUAL MEETING

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## 1. CALL TO ORDER

Start Time: 5:01 PM

## 2. ROLL CALL

### Members Present:

Councilor Jamie Cassutt-Sanchez  
Councilor Michael Garcia  
Councilor Chris Rivera  
Councilor Renee Villarreal  
Councilor Carol Romero-Wirth

### Members Excused:

### Others Attending:

Jennifer Faubion, Council Liaison  
Kyra Ochoa, Community Services Department Director  
Brian Williams, Attendee  
Geronimo Griego, Attendee  
Christine Chavez, Attendee  
Alexandra Ladd, Attendee  
Elizabeth Peterson, Attendee

## 3. APPROVAL OF AGENDA

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the agenda as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth



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**Against:** None

**Abstain:** None

## 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the consent agenda as amended.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

**Against:** None

**Abstain:** None

Councilor Garcia moved item 6e from the consent agenda to the discussion agenda.

Councilor Villarreal wishes to add herself as a co-sponsor on item 6c.

## 5. APPROVAL OF MINUTES

- a. Approval of the April 21, 2021 Quality of Life Committee Meeting Minutes.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the minutes as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

**Against:** None



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**Abstain:** None

## 6. ACTION ITEMS: CONSENT

- a. Request for Approval of Amendment No. 1 to Contract #20-056 for United Way of Santa Fe County to change their name to Growing Up New Mexico (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), 505 470-3186)

**Committee Review:**

Finance Committee 1: 03/05/2021

Quality of Life Committee 2: 05/05/2021

Governing Body: 12/05/2021

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

**Against:** None

**Abstain:** None

- b. Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, [agladd@santafenm.gov](mailto:agladd@santafenm.gov)).

**Committee Review:**

Public Works and Utilities Committee: 04/26/2021

Finance Committee: 05/03/2021

Quality of Life Committee: 05/05/2021

Governing Body (Public Hearing): 05/12/201



# MINUTES

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THE QUALITY OF LIFE  
COMMITTEE  
MAY 05, 2021  
5:00 PM  
VIRTUAL MEETING

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

**Against:** None

**Abstain:** None

- c. CONSIDERATION OF RESOLUTION NO. 2021-\_\_\_\_. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Villarreal)

A Resolution Supporting the City of Santa Fe Joining the Mayors' Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

**COMMITTEE REVIEW:**

Introduced: 04/14/21

Quality of Life Committee: 04/21/21

Public Works and Utilities Committee: 04/26/21

Quality of Life Committee: 05/5/21

Governing Body: 05/12/21

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

**Against:** None

**Abstain:** None



# MINUTES

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Councilor Villarreal wishes to add herself as a co-sponsor on this item.

- d. CONSIDERATION OF RESOLUTION NO. 2021-\_\_: (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal) A Resolution Proclaiming Severe or Extreme drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions Between May 12, 2021 and June 9, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshal: gggriego@santafenm.gov, 955-3317)

**COMMITTEE REVIEW:**

Introduced: 4/28/21

Quality of Life Committee: 5/5/21

Governing Body: 5/12/21

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

**Against:** None

**Abstain:** None

- e. CONSIDERATION OF RESOLUTION NO. 2021-\_\_. (Councilor Villarreal) A Resolution Withdrawing the City of Santa Fe as a Member of the Regional Coalition of LANL Communities (RCLC). (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

**COMMITTEE REVIEW:**

Introduced: 3/31/21

Quality of Life Committee: 5/5/21

Finance Committee: 5/17/21

Governing Body: 5/26/21



# MINUTES

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Councilor Garcia moved this item from the consent agenda to the discussion agenda.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the resolution as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Cassutt-Sanchez, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

**Against:** None

**Abstain:** Councilor Garcia

## 7. PRESENTATION

- a. Vaccinations (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603; and Brian Williams, Emergency Management Specialist: bgwilliams@santafenm.gov, 505-955-6537)

## 8. MATTERS FROM STAFF

## 9. MATTERS FROM THE COMMITTEE

## 10. MATTERS FROM THE CHAIR

## 11. NEXT MEETING: Wednesday, May 19, 2021

## 12. ADJOURN

End Time: 6:10 PM



City of Santa Fe

# MINUTES

REGULAR MEETING OF  
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MAY 05, 2021  
5:00 PM  
VIRTUAL MEETING

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*Jennifer Fabian*

\_\_\_\_\_  
Liaison

\_\_\_\_\_  
Chair





# City of Santa Fe, New Mexico


## Memorandum



**DATE:** February 15, 2021

**TO:** Alan Webber, Mayor and City Council

**VIA:** Mary McCoy, Finance Department Director  
 Fran Dunaway, Chief Procurement Officer  
 Kyra Ochoa, Community Health and Safety Department Acting Director   
 Julie Sanchez, Youth and Family Services Division Director 

**FROM:** Elizabeth Peterson, Children and Youth Program Manager 

Kyra Ochoa (Mar 17, 2021 09:36 CDT)

**ITEM AND ISSUE:**

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30<sup>th</sup>, 2022.

**CONTRACT NUMBER:**

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Human Service Fund/ 240

**Munis Org Name/Number:** Human Services/ 2400122

**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

**Signature:** Elizabeth Peterson  
Elizabeth Peterson (Feb 23, 2021 13:24 MST)  
**Email:** empeterson@santafenm.gov

**Signature:**   
Julie Sanchez (Feb 23, 2021 13:28 MST)  
**Email:** jjsanchez@santafenm.gov









# HSC Term Extension Contract Amendments Memo

Final Audit Report

2021-02-23

|                 |  |
|-----------------|--|
| Created:        | 2021-02-23                                   |
| By:             | Michelle Gurule (magurule@ci.santa-fe.nm.us) |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA_XZqtctFYFM8vLgOllqGDao6rvaJDNXY |

## "HSC Term Extension Contract Amendments Memo" History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)  
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature  
2021-02-23 - 8:23:08 PM GMT
-  Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)  
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)  
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature  
2021-02-23 - 8:24:13 PM GMT
-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)  
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)  
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2021-02-23 - 8:28:13 PM GMT

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
#19-0593**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (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 Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, 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 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30<sup>th</sup> 2022** unless terminated pursuant to paragraph 4 (Termination); or paragraph (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.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
Interfaith Shelter

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Date: \_\_\_\_\_

  
\_\_\_\_\_  
NAME & TITLE

JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

\_\_\_\_\_  
KRISTINE MIHELIC CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400   
MUNIS ORG/OBJ <sub>AL</sub>

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT  
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **INTERFAITH COMMUNITY SHELTER GROUP, INC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

- a. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **Warm hand off:** A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

- j.* Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:
  - i. a patient's name, address, birth date and Social Security number;
  - ii. an individual's physical or mental health condition;
  - iii. any care provided to an individual; or
  - iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
  - v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.
  
- k.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.
  
- l.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**This Space Intentionally Left Blank**

**2. Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

| Funding Category/Goal Area                            | Indicators  |
|---|---|
| <input type="checkbox"/> Adult Health                 | <input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br><input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily<br><input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br><input type="checkbox"/> % Women receiving prenatal care in 1 <sup>st</sup> trimester |
| <input checked="" type="checkbox"/> Behavioral Health | <input type="checkbox"/> % Current depression (past 2 weeks)<br><input type="checkbox"/> Suicide death rates<br><input type="checkbox"/> % Binge drinking (past 30 days)<br><input type="checkbox"/> Alcohol-related deaths<br><input type="checkbox"/> Drug-overdose deaths<br><input checked="" type="checkbox"/> Untreated adults with mental illness  |
| <input checked="" type="checkbox"/> Community Safety  | <input type="checkbox"/> Fall-related deaths<br><input checked="" type="checkbox"/> Homelessness rate<br><input checked="" type="checkbox"/> Domestic Violence rate   |
| <input checked="" type="checkbox"/> Equitable Society | <input type="checkbox"/> % Unemployment<br><input checked="" type="checkbox"/> % Food insecure households<br><input type="checkbox"/> % Adults Age 25+ with Post-Secondary education<br><input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds  |

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
  - a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x \$150.00 per individual adult/family.
  - b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x \$165.00 per individual adult/family.
- 2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

- 4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.
- 5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:
  - a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.
  - b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

- 10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

**B. Performance Measures:**

Contractor shall substantially perform the following:

- 1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # of bed nights; # of meals; # of showers; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

**C. Deliverables:**

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars (\$150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars (\$165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars (\$150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars (\$150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars (\$165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars (\$150,000.00), including gross

receipts tax.

B. Payment in FY21 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.)

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.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30<sup>th</sup> 2021** 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.

**4. 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 or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement 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 City Council, this Agreement 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 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.

**6. 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.

**7. 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.

**8. 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.

**9. Non-Collusion.**

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

**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. 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.

**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 Section 38-3-1 (G) NMSA 1978. 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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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 City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200,  
[jjssanchez@ci.santa-fe.nm.us](mailto:jjssanchez@ci.santa-fe.nm.us)].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653,  
[joe@interfaithsheltersf.org](mailto:joe@interfaithsheltersf.org)].

**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. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES 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.

30. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15<sup>th</sup> of the month subsequent to the Quarter end date with the exception of the 4<sup>th</sup> quarter which is due July 5<sup>th</sup>. If the 15<sup>th</sup> falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

**B. Fiscal Year Quarters:**

Quarter 1: July-September  
Quarter 2: October-December  
Quarter 3: January-March  
Quarter 4: April-June

**Reports Due:**

October 15<sup>th</sup>  
January 15<sup>th</sup>  
April 15<sup>th</sup>  
July 5<sup>th</sup>


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:

CONTRACTOR:

Interfaith Community Shelter Group, Inc.,

  
ALAN M. WEBBER, MAYOR

  
NAME: JOSEPH JORDAN-BERENIS  
TITLE: EXECUTIVE DIRECTOR

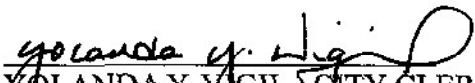
DATE: 7/12/19

DATE: 7/1/2019

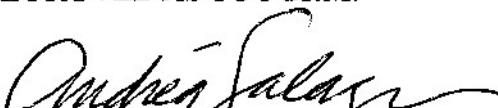
CRS# EXEMPT

REGISTRATION# 19-00045983

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 5-29-2019

APPROVED AS TO FORM:

  
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
\_\_\_\_\_  
MARY T. MCCOY, FINANCE DIRECTOR *mt*

22763.510400  
\_\_\_\_\_  
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

|    | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area          |
|----|--------------------------------|------------------|----------------------|------|-------------------------------------|
| 1  | Coming Home Connection         | 3200428          | \$ 75,000.00         | II   | Community Safety                    |
| 2  | Esperanza Shelter              | 3200450          | \$ 43,000.00         | II   | Community Safety                    |
| 3  | Feeding Santa Fe               | 3200472          | \$ 30,000.00         | I    | Equitable Society                   |
| 4  | Food Depot                     | 3200474          | \$ 57,000.00         | II   | Equitable Society                   |
| 5  | Interfaith Community Shelter   | 3200483          | \$ 150,000.00        | II   | Behavioral Health, Community Safety |
| 6  | Kitchen Angels                 | 3200485          | \$ 50,000.00         | II   | Equitable Society                   |
| 7  | La Familia                     | 3200585          | \$ 75,000.00         | I    | Adult Health                        |
| 8  | Life Link                      | 3200493          | \$ 70,000.00         | II   | Behavioral Health, Community Safety |
| 9  | Literacy Volunteers            | 3200712          | \$ 60,000.00         | I    | Equitable Society                   |
| 10 | NM Immigrant Law Center        | 3200855          | \$ 50,000.00         | I    | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project      | 3200595          | \$ 40,000.00         | I    | Equitable Society                   |
| 12 | St. Elizabeth Shelter          | 3200597          | \$ 100,000.00        | II   | Community Safety                    |
| 13 | YouthWorks                     | 3200587          | \$ 50,000.00         | II   | Equitable Society                   |
|    |                                |                  | <b>\$ 850,000.00</b> |      |                                     |

### Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

### 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                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | All documentation presented to Committees                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____  |

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Apr 29, 2021 4:58 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.

\*



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

#### 1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council Date: 5/29/19

#### **Contract / Lease: HSC funded services for FY 19-21**

Amendment # 1 to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council Date: \_\_\_\_\_

#### **Amendment is for:**

#### 2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**Extension of term for one (1) year for multiple organizations.**

#### 3. Procurement History: RFP#19/31/P

Fran D'Amico (Apr 29, 2021 5:58 MDT)

Purchasing Officer Review:  
Comment & Exceptions: Amendment

Apr 29, 2021  
Date:

#### 4. Funding Source: Human Service Fund/ 240

Alexis Lotero (Apr 20, 2021 13:28 MDT)

Budget Officer Approval:  
Comment & Exceptions: \_\_\_\_\_

Org / Object: 2400122/510400  
Apr 20, 2021  
Date:

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

#### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



## City of Santa Fe

Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** INTERFAITH COMMUNITY SHELTER  
DBA: INTERFAITH COMMUNITY  
SHELTER

**Business Location:** 2801 CERRILLOS RD  
SANTA FE, NM 87501

**Owner:** KENNETH SEMAON

**License Number:** 222294

**Issued Date:** March 11, 2020

**Expiration Date:** March 11, 2021

**CRS Number:** 03113253007

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

INTERFAITH COMMUNITY SHELTER  
POO BOX 22653  
SANTA FE, NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



**ADDITIONAL REMARKS SCHEDULE**

|   |                             |                                   |   |
|---|-----------------------------|-----------------------------------|---|
| AGENCY<br><b>HUB International Insurance Services (SOW)</b> |                             | License # 0757776                 | NAMED INSURED<br><b>Interfaith Community Shelter Group Inc.<br/>PO Box 22653<br/>Santa Fe, NM 87502</b> |
| POLICY NUMBER<br><b>SEE PAGE 1</b>                          |                             |                                   |   |
| CARRIER<br><b>SEE PAGE 1</b>                                | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b> |   |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

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

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

**A. Extended Property Damage**

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

**a. Expected or Intended Injury**

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

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

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

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

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

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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

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

**E. Damage to Premises Rented to You**

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

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

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

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

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

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

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

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

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

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

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

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

**F. HIPAA**

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

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

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

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

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

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

- b. **Criminal Acts**

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

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

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

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

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

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

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

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

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

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

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

1. **b.** is deleted in its entirety and replaced by the following:

- 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.**d.** is deleted in its entirety and replaced by the following:

- 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

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

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

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

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

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

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

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

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

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

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

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

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

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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

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

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

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

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

**a.** is amended to include:

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

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

**b.** is amended to include:

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

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

**N. Unintentional Failure To Disclose Hazards**

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

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

**O. Transfer of Rights of Recovery Against Others To Us**

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

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

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

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

**P. Liberalization**

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

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

**Q. Bodily Injury – Mental Anguish**

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

"Bodily injury" means:

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

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

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

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

- b. Malicious prosecution or abuse of process;

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

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

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

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

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






# GB COMMUNITY HEALTH AND SAFETY INTERFAITH SHELTER AMENDMENT

Final Audit Report

2021-03-17

|                 |  |
|-----------------|--|
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# GB COMM HEALTH AND SAFETY INTERFAITH SHELTER AMENDMENT

Final Audit Report

2021-04-29

|                 |  |
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# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 25, 2021

**TO:** Alan Webber, Mayor and City Council

**VIA:** Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Kyra Ochoa, Community Health and Safety Department Acting Director  
Julie Sanchez, Youth and Family Services Division Director

  
Kyra Ochoa (Mar 17, 2021 09:35 CDT)

**FROM:** Elizabeth Peterson, Children and Youth Program Manager 

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**ITEM AND ISSUE:** Review and Approve: Contract amendment for NM Suicide Intervention Project for change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), (505)470-3186)

**No change to contract amount.**

### **BACKGROUND AND SUMMARY:**

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

The pandemic has changed how organizations offer services and resources to individuals and families. NM Suicide Intervention Program has altered their service delivery to be virtual and even with virtual services, youth, families, and schools have not been deterred from seeking help. Suicide prevention services have increased while in person navigation to services and resources has decreased. This contract amendment reflects the increased need for virtual suicide prevention services and decreased number of youth served by navigation services.

The Commission works cooperatively with the Community Services 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 our community. The Commission has completed the process to review and recommend amending the NM Suicide Intervention Program contract scope of work.

**PROCUREMENT METHOD:**

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

**CONTRACT NUMBER:**

The Munis contract number is 20-0565.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Children and Youth Fund/Fund 256

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

**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**

The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

**Signature:** Elizabeth Peterson  
Elizabeth Peterson (Feb 26, 2021 09:28 MST)  
**Email:** empeterson@santafenm.gov

**Signature:**   
Julie Sanchez (Mar 1, 2021 08:16 MST)  
**Email:** jjsanchez@santafenm.gov









# NM Suicide Intervention Project Contract Amendment MEMO

Final Audit Report

2021-03-01

|                 |  |
|-----------------|--|
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## "NM Suicide Intervention Project Contract Amendment MEMO" History

-  Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)  
2021-02-26 - 4:22:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature  
2021-02-26 - 4:24:12 PM GMT
-  Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)  
2021-02-26 - 4:28:31 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)  
Signature Date: 2021-02-26 - 4:28:57 PM GMT - Time Source: server- IP address: 75.161.230.88
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature  
2021-02-26 - 4:29:00 PM GMT
-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)  
2021-03-01 - 3:15:41 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)  
Signature Date: 2021-03-01 - 3:16:12 PM GMT - Time Source: server- IP address: 73.26.148.94
-  Agreement completed.  
2021-03-01 - 3:16:12 PM GMT

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
Tier II Navigation Services  
#20-0565**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 8, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **THE NEW MEXICO SUICIDE INTERVENTION PROJECT** (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 Agreement, Contractor has agreed to provide the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 14 of the Agreement, 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. SCOPE OF WORK.

Article A, paragraphs 1) and 2) of the Agreement is amended, so that Article A, paragraphs 1) and 2) reads as follows

1) Suicide prevention services to a minimum of 420 youth at a rate of \$150.00 per person.

2) Navigation Services to a minimum of 10 unduplicated youth at a rate of \$1,200.00 per person.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Feb 25, 2021 08:15 MST)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

2560|22.5|0400 AL  
Munis Org. and Obj. Code

CONTRACTOR:

NM Suicide Intervention Project

\_\_\_\_\_  
NAME

Executive Director  
TITLE

DATE: 2-25-21

CRS# 02-294330-00-7

Registration # \_\_\_\_\_



**Board of Directors**

President:

Cameron Miranda

Vice President:

Edward Walpin

Treasurer:

Karen Aubrey

Leah Swanson

Brooke Gilder

Yvette Roybal

Peter Lovato

February 8, 2021

Ms. Elizabeth Peterson, MPH  
Children and Youth Program Manager  
City of Santa Fe  
P.O. Box 909  
Santa Fe, NM 87504

Dear Ms. Peterson:

I am proposing the following amendment to our CYC Contract for 2021-2022:

1) safety net/suicide prevention services to a minimum of 420 youth at \$150.00 per individual and 2) navigation services to a minimum of 10 youth at \$1,200.00 per individual for a total contract of \$75,000.00.

The Sky Center, NMSIP  
PO Box 6004  
Santa Fe, NM 87502

O:505.473.6191

F:505.983.0833

theskycenter@nmsip.org

skycenter.nmsip.org

|   |           |  |                    |
|---|-----------|--|--------------------|
| Original FY 21 Contract   | Tier 1, 2 | <i><u>\$150 per safety net client x 220</u></i><br><i><u>\$1,200 per navigation client x 35</u></i>    | <u>\$75,000.00</u> |
| NMSIP FY 21 Proposed Contract amendment   | Tier 1, 2 | <i><u>\$150 per safety net client x 420</u></i><br><i><u>\$1,200.00 per navigation client x 10</u></i> | <u>\$75,000.00</u> |
| NMSIP FY 21 Proposed Contract amendment excluding \$1,050.00 donation from City of SF | Tier 1, 2 | <i><u>\$150 per safety net client x 413</u></i><br><i><u>\$1,200.00 per navigation client x 10</u></i> | <u>\$73,950.00</u> |

This amendment allows for maximum contract flexibility, reflecting our youth service needs. Even with virtual services, youth, families, and schools have not been deterred from seeking help. We need every cent of City funding for these individuals. The majority are poor, marginalized, and floundering with the weight of their day-to-day circumstances, coupled with the unrelentless and unending pandemic.

When we applied for funding, the client navigation estimate was a guess, at best, as we tried projecting reasonable numbers for this new service activity. I hope my proposed amendment will be acceptable.

Thank you for your consideration,  
Cynthia

Cynthia Gonzales  
Grants and Contracts Director  
[nmsuicideintervention@gmail.com](mailto:nmsuicideintervention@gmail.com)



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NM Suicide Intervention Project

Procurement Title: RFP 20/21/P

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

### 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                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | All documentation presented to Committees                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____  |

Elizabeth Peterson Children and Youth Program Manager 2/25/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Duraway (Apr 28, 2021 7:11 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.

\*



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 32002195

Contractor: NM Suicide Intervention Project

Description: Children and Youth Commission funded youth services

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: July 1, 2020 Term End Date: June 30, 2023

Approved by Council Date: 10/28/2020

### **Contract / Lease: CYC funded youth services**

Amendment # 1 to the Original Contract / Lease # 20-0565

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: n/a

Approved by Council Date: \_\_\_\_\_

### **Amendment is for:**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**Revise scope of work**

3. **Procurement History: RFP 20/21/P**

*Fran Dunaway*  
Fran Dunaway (Apr 28, 2021 7:11 MDT)

Apr 28, 2021

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: amendment to RFP 20/21/P

4. **Funding Source: Children and Youth Fund**

**Org / Object: 2560122.510400**

*Alexis Lotero*  
Alexis Lotero (Apr 22, 2021 14:39 MDT)

Apr 22, 2021

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

### To be recorded by City Clerk:

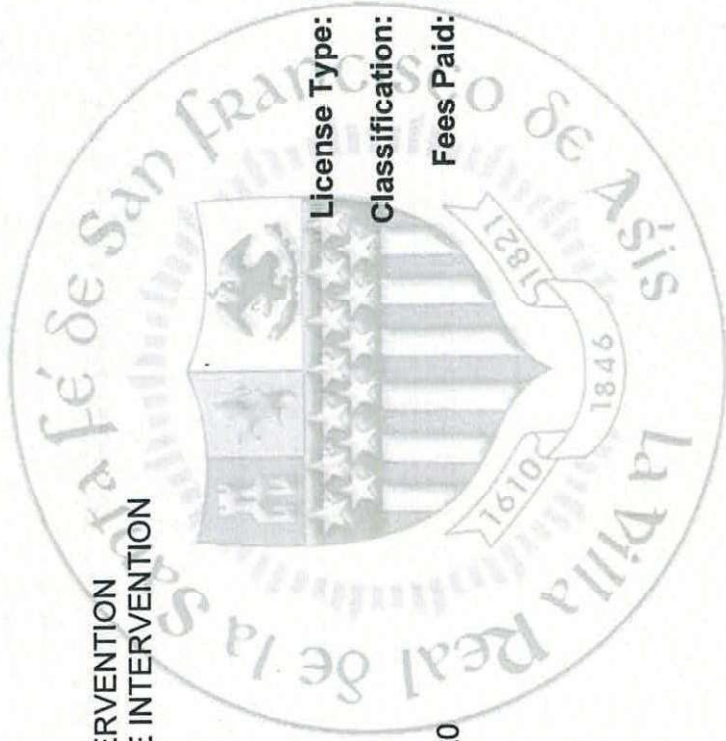
Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

# BUSINESS REGISTRATION



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551



**Business Name:** NM SUICIDE INTERVENTION  
DBA: NM SUICIDE INTERVENTION

**Business Location:** SF COUNTY

**Owner:**

**License Number:** 225993

**Issued Date:** March 05, 2020

**Expiration Date:** December 31, 2020

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

NM SUICIDE INTERVENTION  
PO BOX 6004  
SANTA FE , NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2021

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).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>ZIA INS AGENCY INC/CAPITOL INS SERVICES LLC<br>810 CALLE MEJIA<br>SUITE 106<br>SANTA FE NM 87501 |  | <b>CONTACT NAME:</b> Evie Padilla<br><b>PHONE (A/C No. Ext):</b> 505.982-0934 <b>FAX (A/C. No.):</b><br><b>E-MAIL ADDRESS:</b> EVIE@ZIAINSURANCESF.COM   |  |
| <b>INSURED</b> NEW MEXICO SUICIDE INTERVENTION PROJECT<br>P O BOX 6004<br>SANTA FE, NN 87502-6004                   |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> PHILADELPHIA INDEMNITY INS CO<br><b>INSURER B:</b> NEW MEXICO SECURITY INS CLO<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

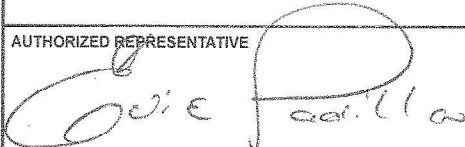
**COVERAGES** **CERTIFICATE NUMBER:001** **REVISION NUMBER:**

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   |           |          | PHPK2249346   | 03/28/2021              | 03/28/2022              | EACH OCCURRENCE   | \$ 1,000,000          |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |           |          |               | 03/28/2020              | 03/28/2021              | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 300,000            |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           | X        |               |                         |                         | MED EXP (Any one person)                                | \$ 5,000              |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         |   | PERSONAL & ADV INJURY |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | GENERAL AGGREGATE                                       | \$ 2,000,000          |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 2,000,000          |
|          |   |           |          |               |                         |                         |   | \$                    |
| A        | AUTOMOBILE LIABILITY  |           |          | PHPK3349346   | 03/28/2021              | 03/28/2022              | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000          |
|          | <input type="checkbox"/> ANY AUTO   |           |          |               | 03/28/2020              | 03/28/2021              | BODILY INJURY (Per person)                              | \$                    |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per accident)                            | \$                    |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$                    |
|          | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS              |           |          |               |                         |                         |   | \$                    |
|          | UMBRELLA LIAB   |           |          |               |                         |                         | EACH OCCURRENCE   | \$                    |
|          | EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE   | \$                    |
|          | <input type="checkbox"/> OCCUR  |           |          |               |                         |                         |   | \$                    |
|          | <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         |   | \$                    |
|          | DED   |           |          |               |                         |                         | RETENTION \$  | \$                    |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |           |          | 21696.122     | 03/13/2021              | 03/13/2022              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |                       |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               |           | Y/N      |               | 03/13/2020              | 03/13/2021              | <input type="checkbox"/> OTHER                          |                       |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |               |                         |                         | E.L. EACH ACCIDENT                                      | \$ 100,000            |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                              | \$ 100,000            |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                             | \$ 500,000            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
prevention of youth suicide through counseling, awareness & training

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| City of Santa Fe<br>200 Lincoln Avenue<br>Santa Fe, NM 87501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

## COMMENTS/REMARKS

EMPLOYEE DISHONESTY

\$100,000 LIMIT \$5,000 DEDUCTIBLE

PROFESSIONAL LIABILITY

\$1,000,000 EACH PROFESSIONAL OCCURRENCE

\$2,000,000 GENERAL AGGREGATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2021

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|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>ZIA INS AGENCY INC/CAPITOL INS SERVICES LLC<br>810 CALLE MEJIA<br>SUITE 106<br>SANTA FE NM 87501 |  | <b>CONTACT NAME:</b> Evie Padilla<br><b>PHONE (A/C No. Ext):</b> 505.982-0934 <b>FAX (A/C. No.):</b><br><b>E-MAIL ADDRESS:</b> EVIE@ZIAINSURANCESF.COM   |  |
| <b>INSURED</b> NEW MEXICO SUICIDE INTERVENTION PROJECT<br>P O BOX 6004<br>SANTA FE, NN 87502-6004                   |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> PHILADELPHIA INDEMNITY INS CO<br><b>INSURER B:</b> NEW MEXICO SECURITY INS CLO<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES** **CERTIFICATE NUMBER:001** **REVISION NUMBER:**

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| 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   |           |          | PHPK2249346   | 03/28/2021              | 03/28/2022              | EACH OCCURRENCE   | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |           |          |               | 03/28/2020              | 03/28/2021              | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 300,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           | X        |               |                         |                         | MED EXP (Any one person)                                | \$ 5,000     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | PERSONAL & ADV INJURY                                   | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         | GENERAL AGGREGATE       | \$ 2,000,000  |              |
|          |   |           |          |               |                         | PRODUCTS - COMP/OP AGG  | \$ 2,000,000  |              |
|          |   |           |          |               |                         |                         | \$  |              |
| A        | AUTOMOBILE LIABILITY  |           |          | PHPK3349346   | 03/28/2021              | 03/28/2022              | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000 |
|          | <input type="checkbox"/> ANY AUTO   |           |          |               | 03/28/2020              | 03/28/2021              | BODILY INJURY (Per person)                              | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per accident)                            | \$           |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$           |
|          | <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS  |           |          |               |                         |                         | \$  |              |
|          |   |           |          |               |                         |                         | \$  |              |
|          | UMBRELLA LIAB   |           |          |               |                         |                         | EACH OCCURRENCE   | \$           |
|          | EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE   | \$           |
|          | <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | \$  |              |
|          | <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         | \$  |              |
|          | DED   |           |          |               |                         |                         | RETENTION \$  | \$           |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |           |          | 21696.122     | 03/13/2021              | 03/13/2022              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |              |
|          | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      |           | Y/N      |               | 03/13/2020              | 03/13/2021              | E.L. EACH ACCIDENT                                      | \$ 100,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                              | \$ 100,000   |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                             | \$ 500,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
prevention of youth suicide through counseling, awareness & training

### CERTIFICATE HOLDER

### CANCELLATION

City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501

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

*Evie Padilla*






# GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTERVENTION AMENDMENT

Final Audit Report

2021-03-17

|                 |  |
|-----------------|--|
| Created:        | 2021-03-16                                   |
| By:             | Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA-4OacLCFoYRwWShna_Dgf4r7OBgRgpnL |

## "GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTERVENTION AMENDMENT" History

-  Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)  
2021-03-16 - 7:40:53 PM GMT- IP address: 73.26.148.94
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature  
2021-03-16 - 7:41:24 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)  
2021-03-17 - 2:34:30 PM GMT- IP address: 174.219.9.135
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)  
Signature Date: 2021-03-17 - 2:35:16 PM GMT - Time Source: server- IP address: 174.219.9.135
-  Agreement completed.  
2021-03-17 - 2:35:16 PM GMT










# GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTERVENTION ADMENDMENT

Final Audit Report

2021-04-28

|                 |   |
|-----------------|---|
| Created:        | 2021-03-17                                    |
| By:             | Jimmy Tapia (jptapia@ci.santa-fe.nm.us)       |
| Status:         | Signed  |
| Transaction ID: | CBJCHBCAABAAAdQAWQiHuI4DKQfE-6E4NemqSfoRTd5-I |

## "GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTERVENTION ADMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)  
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-  Agreement completed.  
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# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 15, 2021

**TO:** Alan Webber, Mayor and City Council

**VIA:** Mary McCoy, Finance Department Director  
 Fran Dunaway, Chief Procurement Officer  
 Kyra Ochoa, Community Health and Safety Department Acting Director  
 Julie Sanchez, Youth and Family Services Division Director

**FROM:** Elizabeth Peterson, Children and Youth Program Manager

  
 Kyra Ochoa (Mar 16, 2021 15:58 CDT)

  
 JJS

  
 EP

**ITEM AND ISSUE:**

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), (505)470-3186)

**No change to contract amounts.**

**BACKGROUND AND SUMMARY:**

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

**PROCUREMENT METHOD:**

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30<sup>th</sup>, 2022.

**CONTRACT NUMBER:**

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Human Service Fund/ 240

**Munis Org Name/Number:** Human Services/ 2400122

**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

**Signature:** Elizabeth Peterson  
Elizabeth Peterson (Feb 23, 2021 13:24 MST)  
**Email:** empeterson@santafenm.gov

**Signature:**   
Julie Sanchez (Feb 23, 2021 13:28 MST)  
**Email:** jjsanchez@santafenm.gov

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
#19-0594**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and NEW MEXICO IMMIGRANT LAW CENTER (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 Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, 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 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30<sup>th</sup> 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
New Mexico Immigrant Law Center

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Adriel Orozco, Executive Director  
\_\_\_\_\_  
NAME & TITLE



Date: \_\_\_\_\_

Date: 01/12/2021

CRS# Exempt  
Business Reg# 03-197-869-00-0

ATTEST:

BUSINESS LICENSE#224307

\_\_\_\_\_  
KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez  
Marcos Martinez (Jan 12, 2021 08:57 MST)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL  
MUNIS ORG/OBJ AL

CITY OF SANTA FE  
GOODS AND SERVICES  
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **NEW MEXICO IMMIGRANT LAW CENTER** 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 Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- b. "You" and "your" refers to **(NEW MEXICO IMMIGRANT LAW CENTER)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.
- c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.
- d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.
- e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.
- g. Unemployment: the circumstance of being without a paid job while available to work.
- h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

| Funding Category/Goal Area                            | Indicators  |
|---|---|
| <input type="checkbox"/> Adult Health                 | <input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity)<br><input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily<br><input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)<br><input type="checkbox"/> % Women receiving prenatal care in 1 <sup>st</sup> trimester |
| <input type="checkbox"/> Behavioral Health            | <input type="checkbox"/> % Current depression (past 2 weeks)<br><input type="checkbox"/> Suicide death rates<br><input type="checkbox"/> % Binge drinking (past 30 days)<br><input type="checkbox"/> Alcohol-related deaths<br><input type="checkbox"/> Drug-overdose deaths<br><input type="checkbox"/> Untreated adults with mental illness   |
| <input checked="" type="checkbox"/> Community Safety  | <input type="checkbox"/> Fall-related deaths<br><input type="checkbox"/> Homelessness rate<br><input checked="" type="checkbox"/> Domestic Violence rate  |
| <input checked="" type="checkbox"/> Equitable Society | <input checked="" type="checkbox"/> % Unemployment<br><input type="checkbox"/> % Food insecure households<br><input type="checkbox"/> % Adults Age 25+ with Post-Secondary education<br><input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds  |

A. The Contractor shall perform the following work:

- 1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
- 2) Safety net services to City of Santa Fe resident's ages 18+.
- 3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.
- 4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

- 5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.
- 6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. Performance Measures:

Contractor shall substantially perform the following:

- 1) # or % of legal services to crime and abuse victims, # or % of adult participants who qualify for humanitarian-based legal status (U Visa, VAWA, T Visa, etc.), # or % of participants who report an increase in opportunities; # or % of participants surveyed for program satisfaction; and
- 2) # or % of clients referred to New Mexico Immigrant Law Center from outside agencies; and
- 3) # or % of New Mexico Immigrant Law Center participants screened by the social needs screening tool.

C. Deliverables:

- 1) Provide legal immigration services to a minimum of 61 per year unduplicated adult individuals and/or families victims of domestic violence, abuse, exploitation or related sexual assault and human trafficking x \$821.00 per individual adult/family.
- 2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. Compensation

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

Deliverable item: \_\_\_\_\_

FY20: Unduplicated People Served 61 x \$821.00 (annual per person rate) = \$50,000.00 (Total Contract Amount)

FY21: Unduplicated People Served  $61 \times \$821.00$  (annual per person rate) = \$50,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [\$100,000.00] including New Mexico gross receipts tax.

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<sup>th</sup> 2021** 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 Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor 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 Vendor; 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 Vendor 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 Vendor/Contractor certifies the Vendor/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. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES 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.

15. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor 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. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. **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.

17. **Records and Financial 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. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Incorporation by Reference and Precedence**

A. 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.

B. 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.

31. **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.

32. **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.

33. **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.

34. **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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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.

35. **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.

36. **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.

37. **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.

38. **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:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. 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:

- i. 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;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. 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.

39. **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.

40. **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.

41. **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.

42. **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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200,  
[jjsanchez@ci.santa-fe.nm.us](mailto:jjsanchez@ci.santa-fe.nm.us)].

To the Contractor: [New Mexico Immigrant Law Center, 3130 Rufina Street,  
[jlandau@nmilc.org](mailto: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, 3130 Rufina Street,  
[jlandau@nmilc.org](mailto: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.

43. **Succession**

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

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B. **Fiscal Year Quarters:**

Quarter 1: July-September  
Quarter 2: October-December  
Quarter 3: January-March  
Quarter 4: April-June

**Reports Due:**

October 15<sup>th</sup>  
January 15<sup>th</sup>  
April 15<sup>th</sup>  
July 5<sup>th</sup>

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:

CONTRACTOR:

New Mexico Immigrant Law Center

  
ALAN M. WEBBER, MAYOR

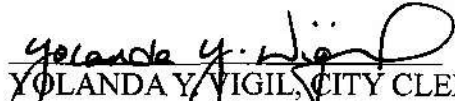
NAME: Jennifer Landau  
TITLE: Executive Director

DATE: 7/12/19

DATE: 7/18/2019

CRS#EXEMPT  
REGISTRATION # 19-00125059

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 5.29.2019

APPROVED AS TO FORM:

  
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY T. MCCOY, FINANCE DIRECTOR MM

22763.510400  
Business Unit Line Item

# HSC Contract Amendment List 19/31/P

## APPENDIX A: FY19-21 HSC Contract Amendments

|    | Name of Nonprofit Organization | MUNIS Contract # | HSC Contract Amounts | Tier | Funding Category/Goal Area          |
|----|--------------------------------|------------------|----------------------|------|-------------------------------------|
| 1  | Coming Home Connection         | 3200428          | \$ 75,000.00         | II   | Community Safety                    |
| 2  | Esperanza Shelter              | 3200450          | \$ 43,000.00         | II   | Community Safety                    |
| 3  | Feeding Santa Fe               | 3200472          | \$ 30,000.00         | I    | Equitable Society                   |
| 4  | Food Depot                     | 3200474          | \$ 57,000.00         | II   | Equitable Society                   |
| 5  | Interfaith Community Shelter   | 3200483          | \$ 150,000.00        | II   | Behavioral Health, Community Safety |
| 6  | Kitchen Angels                 | 3200485          | \$ 50,000.00         | II   | Equitable Society                   |
| 7  | La Familia                     | 3200585          | \$ 75,000.00         | I    | Adult Health                        |
| 8  | Life Link                      | 3200493          | \$ 70,000.00         | II   | Behavioral Health, Community Safety |
| 9  | Literacy Volunteers            | 3200712          | \$ 60,000.00         | I    | Equitable Society                   |
| 10 | NM Immigrant Law Center        | 3200855          | \$ 50,000.00         | I    | Community Safety, Equitable Society |
| 11 | Santa Fe Dreamers Project      | 3200595          | \$ 40,000.00         | I    | Equitable Society                   |
| 12 | St. Elizabeth Shelter          | 3200597          | \$ 100,000.00        | II   | Community Safety                    |
| 13 | YouthWorks                     | 3200587          | \$ 50,000.00         | II   | Equitable Society                   |
|    |                                |                  | <b>\$ 850,000.00</b> |      |                                     |

### Definitions:

**Tier I** will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

**Tier II** will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

### 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                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | All documentation presented to Committees                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____  |

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Apr 28, 2021 7:16 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.

\*



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

#### 1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council Date: 5/29/19

#### **Contract / Lease: HSC funded services for FY 19-21**

Amendment # 1 to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council Date: \_\_\_\_\_

#### **Amendment is for:**

#### 2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**Extension of term for one (1) year for multiple organizations.**

#### 3. Procurement History: RFP#19/31/P

Jim Downey  
From Downey (Apr 28, 2021 7:16 MDI)

Purchasing Officer Review:

Apr 28, 2021

Date:

Comment & Exceptions: Amendment to RFP 19/31/P- Final year of a 4 year term

#### 4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Alexis Lotero  
Alexis Lotero (Apr 22, 2021 14:08 MDI)

Budget Officer Approval:

Apr 22, 2021

Date:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

#### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** NEW MEXICO IMMIGRANT LAW  
CENTER  
DBA: NEW MEXICO IMMIGRANT LAW  
CENTER

**Business Location:** 6601 VALENTINE WAY  
SANTA FE, NM 87507

**Owner:** Jennifer Landau

**License Number:** 224307

**Issued Date:** February 24, 2021

**Expiration Date:** February 24, 2022

**CRS Number:** 03-197869-00-0

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

NEW MEXICO IMMIGRANT LAW CENTER  
PO Box 7040  
Albuquerque, NM 87194-7040

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# **BUSINESS LIABILITY COVERAGE FORM**

**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

| <b>BUSINESS LIABILITY COVERAGE FORM</b>                          | <b>Beginning on Page</b> |
|--|--------------------------|
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| <b>B. EXCLUSIONS</b>   | <b>3</b>                 |
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# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

## BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## **B. EXCLUSIONS**

### **1. Applicable To Business Liability Coverage**

This insurance does not apply to:

#### **a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### **b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

### i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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### o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

#### f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

#### g. Business Liability Exclusions

Excluded under Business Liability Coverage.

## C. WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

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

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

## BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;  
if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

## BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

  - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

## BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
  - c. Acts at the direction of and within the scope of duties determined by you; and
  - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.



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

## **NEW MEXICO CHANGES**

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS  
SPECIAL PROPERTY COVERAGE FORM  
STANDARD PROPERTY COVERAGE FORM**

- I. The following provisions modify the COMMON POLICY CONDITIONS.**
- A. Paragraph A.2. of the Cancellation Condition is deleted and replaced by the following:**
- 2. Permissible Reasons and Notice Period**
- a.** If this Policy has been in effect less than 60 days and is not a renewal of a policy we issued, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation, provided that the cancellation becomes effective before the Policy has been in effect for 60 days.
- b.** If Paragraph **a.** does not apply, we may cancel only for one or more of the following reasons, or as permitted under applicable New Mexico law:
- (1)** Nonpayment of premium;
  - (2)** There has been a substantial change in the risk assumed by us since the policy was issued;
  - (3)** The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;
  - (4)** Willful and negligent acts or omission by you have substantially increased the hazards insured against;
  - (5)** You presented a claim based on fraud or material misrepresentation.
- c.** If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least
- (1)** 10 days before the effective date of cancellation for the reason set forth in **2.b.(1)**;
  - (2)** 30 days before the effective date of cancellation for the reason set forth in **2.b.(2)**;
  - (3)** 15 days before the effective date of cancellation if for a reason set forth in **2.b.(3)**, **2.b.(4)**, or **2.b.(5)**
- The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or leinholder under this policy.
- B. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:**
- 1.** If we pay a co-insured for loss arising out of an act of domestic violence by another insured, the rights of the co-insured, who did not cooperate in or contribute to the loss, to recover damage from the perpetrator of domestic violence are transferred to us to the extent of our payment. Following the loss, the co-insured who did not cooperate in or contribute to the loss may not waive such rights to recover against the perpetrator of domestic violence.
  - 2.** In Paragraph **B.1.** above, domestic abuse means attempting to cause or intentionally, knowingly or recklessly cause damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.

- C. The following is added and supersedes any provision to the contrary:

**Nonrenewal**

If we decide not to renew this policy, we will mail to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

Proof of mailing will be sufficient proof of notice.

- II. The following provisions modify the **STANDARD** or **SPECIAL PROPERTY COVERAGE FORM**.

- A. The following is added to paragraph **B.2. EXCLUSIONS**:

**Domestic Violence Exclusion**

1. We will not pay for loss or damage arising out of any act committed:
  - a. By or at the direction of any insured; and
  - b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the loss provided that the loss is otherwise covered under this Coverage Form and is proximately related to and in furtherance of domestic abuse
3. If we pay a claim pursuant to paragraph **1.b.** above, our payment to the insured is limited to the extent that the person's interest in the property. In no event will we pay more than the Limit of Insurance.
4. Domestic abuse means attempting to cause or intentionally, knowingly, or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.

- B. With respect to coverage provided under this policy for one through four family residential buildings which you own and lease to others for use as a residence, the following is added to paragraph **E.5. Loss Payment** and supersedes any provision to the contrary:

1. We will pay, subject to the Limit of Insurance, no more than the actual cash value of the damaged residential building until the actual repair or replacement is complete. However, if the actual cash value amount is insufficient to initiate repair or replacement of the damaged residential building, we will advance to you the amount necessary for you to initiate such repair or replacement. After the

payment of actual cash value or such greater amount as described above, we will advance further amounts as necessary to continue the repair or replacement. The total of all advances and other payments hereunder will not exceed the amount allowed under paragraph **5.d.(1)(c)**, nor will that total exceed the amount of loss payment we agree upon.

Under this loss settlement procedure, the following special provisions apply:

- a. You shall promptly forward to us evidence of the agreement with the party repairing or replacing the damaged residential building, showing the cost and estimated completion date of the repairs to the building; and
- b. We will send to you the balance, if any, of the loss payment previously agreed upon when you forward to us evidence of the completion of the repairs to the damaged residential building.

2. You may disregard the replacement cost provisions and make claim under this policy, for loss or damage to a residential building, on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions stated in **B.1.** above.
3. Paragraph **5.d.(2)** concerning the "Actual Cash Value Buildings" option does not apply.

- C. The following is added to **Property Loss Conditions**

**CATASTROPHE CONDITIONS**

1. The provisions of this endorsement apply to a claim for direct physical loss or damage to Covered Property, provided that:
  - a. The claim is for loss or damage that results from a catastrophe declared by the Superintendent of Insurance; and
  - b. The catastrophic event is a Covered Cause of Loss.
2. The following provisions, **2.a.** and **2.b.**, are added to the policy and supersede any provisions to the contrary:
  - a. If you reported your claim to us:
    - (1) Before the catastrophe was declared, we will reach agreement with you on the

amount of loss within 90 days after the date on which the catastrophe was declared;

(2) After the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date on which you reported the claim.

b. However, the time periods specified in 2.a. above will be extended by the period of time taken to resolve the following situations:

(1) We suspect the claim is fraudulent and commence an investigation to make such a determination;

(2) You do not provide the necessary information regarding the nature of the claim, following our request for such information; or

(3) You filed suit against us in connection with the claim before expiration of the applicable 90-day period.

3. All other provisions of this policy continue to apply in the event of a catastrophe, including the **Legal Action Against Us** and **Appraisal Conditions**.

4. This endorsement does not invalidate our right to deny your claim, nor the right of either party to seek judgment in a court having jurisdiction.






# GB COMMUNITY HEALTH AND SAFETY NM IMMIGRANT LAW CENTER AMENDMENT

Final Audit Report

2021-03-16

|                 |  |
|-----------------|--|
| Created:        | 2021-03-16                                   |
| By:             | Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAABUhh_wGI-i5TCS7SvbKHpQZCCtkVXI_Q |

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-  Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)  
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-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature  
2021-03-16 - 7:38:06 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)  
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-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)  
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-  Agreement completed.  
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# GB COMMUNITY HEALTH AND SAFETY NM IMMIGRANT LAW CENTER ADMENDMENT R1

Final Audit Report

2021-04-28

|                 |  |
|-----------------|--|
| Created:        | 2021-03-18                                   |
| By:             | Jimmy Tapia (jptapia@ci.santa-fe.nm.us)      |
| Status:         | Signed                                       |
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-  Agreement completed.  
2021-04-28 - 11:16:44 PM GMT



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** March 24, 2021

**TO:** Alan Webber, Mayor and City Council

**VIA:** Mary McCoy, Finance Department Director  
 Fran Dunaway, Chief Procurement Officer  
 Kyra Ochoa, Community Health and Safety Department Acting Director <sup>KO</sup>  
 Julie Sanchez, Youth and Family Services Division Director <sup>JJS</sup>

**FROM:** Elizabeth Peterson, Children and Youth Program Manager <sup>EP</sup>

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**ITEM AND ISSUE:** Review and Approve: Contract amendment for Gerard’s House for a change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, [empeterson@santafenm.gov](mailto:empeterson@santafenm.gov), (505)470-3186)

**No change to contract amount.**

**BACKGROUND AND SUMMARY:**

The Children and Youth Commission is one of the City of Santa Fe’s oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

Gerard’s House is requesting to change the scope of work to adequately reflect the services they are providing to youth. The contract executed only reflects navigation services. Safety net services are an integral part of service delivery for the youth served and should have been included in the original contract.

The safety net services will be specifically for youth participants in either;

1. Nuestra Jornada (Our Journey) is a program of ongoing, school-based peer grief support for students who have experienced the death of – or separation from – a parent or other loved one, provided in collaboration with Santa Fe Public Schools, Communities in Schools and other organizations.
2. The Semicolon group is a weekly peer support group for youth who have attempted or contemplated suicide, provided in partnership with the Sky Center. These are two of Gerard’s House’s eight direct service programs. Both programs include casework and the direct provision of some basic needs as needed.

Navigation services will be for youth who are receiving navigation to community partners by Gerard’s House navigators on the Unite Us platform, with either the youth themselves or their parent/caregiver as the identified client. The proposed rates for navigation and safety net services are:

| <u>FY</u>   | <u>Tier</u>           | <u>Rate</u>   | <u>Amount not to exceed each year</u> |
|-------------|-----------------------|---|---------------------------------------|
| <u>FY22</u> | <u>II</u><br><u>I</u> | <u>\$800 per navigation client x 15 =</u><br><u>\$12,000</u><br><br><u>\$680 per safety net client x 100 =</u><br><u>\$68,000</u> | <u>\$ 80,000.00</u>                   |
| <u>FY23</u> | <u>II</u><br><u>I</u> | <u>\$800 per navigation client x 15 =</u><br><u>\$12,000</u><br><br><u>\$680 per safety net client x 100 =</u><br><u>\$68,000</u> | <u>\$ 80,000.00</u>                   |

The Commission works cooperatively with the Community Services 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 our community. The Commission has completed the process to review and recommends amending the Gerard's House contract scope of work.

**PROCUREMENT METHOD:**

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

**CONTRACT NUMBER:**

The Munis contract number is 3202193.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Children and Youth Fund/Fund 256

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

**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**

The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

**Signature:** Elizabeth Peterson  
Elizabeth Peterson (Mar 29, 2021 09:58 MDT)  
**Email:** empeterson@santafenm.gov

**Signature:**   
Julie Sanchez (Mar 29, 2021 10:27 MDT)  
**Email:** jjsanchez@santafenm.gov

**Signature:**   
Kyra Ochoa (Mar 29, 2021 12:02 CDT)  
**Email:** krochoa@santafenm.gov

**CITY OF SANTA FE  
 AMENDMENT No. 1 TO  
 PROFESSIONAL SERVICES AGREEMENT  
 Tier II Navigation Services  
 #20-0563**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **GERARD'S HOUSE** (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 Agreement, Contractor has agreed to provide the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 14 of the Agreement, 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. SCOPE OF WORK.

Article 2, of the Agreement is amended, so that Article 2, reads as follows:

Tier II. Safety Net Services Delivery and Navigation Services:

| <u>FY</u>   | <u>Tier</u> | <u>Rate</u>   | <u>Amount not to exceed each year</u> |
|-------------|-------------|---|---------------------------------------|
| <u>FY21</u> | <u>II</u>   | <u>\$800 per navigation client x 8 = \$6,400</u>    | <u>\$ 54,000.00</u>                   |
|             | <u>I</u>    | <u>\$680 per safety net client x 70 = \$47,600</u>  |                                       |
| <u>FY22</u> | <u>II</u>   | <u>\$800 per navigation client x 15 = \$12,000</u>  | <u>\$ 80,000.00</u>                   |
|             | <u>I</u>    | <u>\$680 per safety net client x 100 = \$68,000</u> |                                       |
| <u>FY23</u> | <u>II</u>   | <u>\$800 per navigation client x 15 = \$12,000</u>  | <u>\$ 80,000.00</u>                   |
|             | <u>I</u>    | <u>\$680 per safety net client x 100 = \$68,000</u> |                                       |

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

CONTRACTOR:

Gerard's House

Kate Koble

NAME

Co-Executive Director

TITLE

DATE: 3/12/21

CRS# 02382950008

Business License#222800

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Mar 11, 2021 10:44 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

2560122.510400 <sup>AJH</sup>  
Munis Org. and Obj. Code

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT  
Tier II Navigation Services

Item# 20-0563

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **GERARD'S HOUSE**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

- a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.
- b. Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.
- c. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).
- d. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.
- e. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:
  - i. a patient's name, address, birth date and Social Security number;
  - ii. an individual's physical or mental health condition;
  - iii. any care provided to an individual; or
  - iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.

v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

f. **HIPAA Business Associate Agreement (BAA):** Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

g. **Memorandum of Understanding (MOU):** A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

**This Space Intentionally Left Blank**

2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services

| Funding Category/Goal Area  | Indicators  |
|---|---|
| <input type="checkbox"/> Early Childcare and Supplemental Education | <input type="checkbox"/> % 3-5 yr. old Pre K Enrollment<br><input type="checkbox"/> % Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT<br><input type="checkbox"/> High School Graduation Rate<br><input type="checkbox"/> Outside of school, I am involved in music, art, literature, sports, or a hobby<br><input type="checkbox"/> At my school, a teacher or other adult who believes I will be a success<br><input type="checkbox"/> Habitual Truancy   |
| <input checked="" type="checkbox"/> Youth Wellness                  | <input type="checkbox"/> % Teen Pregnant with Prenatal Care in the First Trimester<br><input type="checkbox"/> Rate of Babies Born to Adolescents Per 1K (ages 15-17)<br><input type="checkbox"/> Skipped School because of Safety Concerns<br><input type="checkbox"/> % of Youth 19-21 Not in School or Working<br><input type="checkbox"/> Juvenile Arrests per 1K (ages 10-17)<br><input type="checkbox"/> Housing Instability Percentage<br><u>Mental Health</u><br><input checked="" type="checkbox"/> Youth Depression<br><input checked="" type="checkbox"/> Youth Attempted Suicide (9-12 grade)<br><u>Alcohol Use</u><br><input type="checkbox"/> Current Alcohol Use<br><input type="checkbox"/> Reported Binge Drinking (Past 30 Days)<br><u>Other Substance Use</u><br><input type="checkbox"/> Current Use of Painkillers to get High<br><input type="checkbox"/> Current Methamphetamine Use<br><input type="checkbox"/> Current Heroin Use<br><input type="checkbox"/> Tried Marijuana for the First Time before age 13 |

A. The Contractor shall perform the following work:

- 1) Navigation Services to City of Santa Fe residents.
  - a. Navigation services to a minimum of 105 participants a year at \$700.00 per client
- 2) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 3) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.
- 4) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:
  - a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.
  - b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.
- 5) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Children and Youth Commission. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.
- 6) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

- 7) Survey individuals served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 8) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 9) Ensure as appropriate that clients served are representative of historically unserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority on serving low to very low income households.

B. Performance Measures.

Contractor shall substantially perform the following:

- 1) # Clients served by Gerard's House programs
- 2) # Clients connected with services by navigator
- 3) # or percent % of clients who, after receiving services, report that they know how and have increased their belief that they know how grief affects them and that they know how and have increased their belief that they know how to take care of themselves when grieving.
- 4) # or % of clients served reporting an improvement in circumstances or positive change in social determinants of health

C. Deliverables:

- 1) Annual report and mid-year report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Children and Youth Commission or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Children and Youth Commission in obtaining its goal(s) as set forth in its Strategic Plan.

**2. Compensation.**

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rates listed below:

| <u>FY</u>   | <u>Tier</u> | <u>Rate</u>  | <u>Amount not to be exceeded each year</u> |
|---|-------------|--|--|
| <u>A. FY21</u>  | <u>II</u>   | <i>Nuestra Jornada: 105 participants x \$700 = \$73,500<br/>Semicolon Group: 10 participants x \$650 = \$6,500</i> | <u>\$80,000</u>                            |
| <u>B. FY22</u>  | <u>II</u>   | <i>Nuestra Jornada: 105 participants x \$700 = \$73,500<br/>Semicolon Group: 10 participants x \$650 = \$6,500</i> | <u>\$80,000</u>                            |
| <u>C. FY23</u>  | <u>II</u>   | <i>Nuestra Jornada: 105 participants x \$700 = \$73,500<br/>Semicolon Group: 10 participants x \$650 = \$6,500</i> | <u>\$80,000</u>                            |
| <u>The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two-hundred and forty thousand dollars (\$240,000).</u> |             |  |  |

D. Payment in FY21, FY22 and FY23 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.)

E. 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.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30<sup>th</sup> 2023** 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.

4. **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 or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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.

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement 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 City Council, this Agreement 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 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.

**6. 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.

**7. 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.

**8. 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.

**9. Non-Collusion.**

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

**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. 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.

**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 Section 38-3-1 (G) NMSA 1978. 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 as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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 City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200,  
[jjsanchez@ci.santa-fe.nm.us](mailto:jjsanchez@ci.santa-fe.nm.us)].

To the Contractor: [Gerard's House, PO Box 28693 Santa Fe, NM 87592.

**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. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES 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.

**30. Reporting.**

Grantees shall submit one annual and one mi-year reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. **Fiscal Year Quarters:**  
Mid-Year Report: July-December  
Final Report: January-June

**Reports Due:**  
January 15th  
July 5th

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 M. WEBBER  
MAYOR

DATE: Nov 5, 2020

CONTRACTOR:

Gerard's House



NAME:  
TITLE: Executive Director

DATE: 9/21/2020

CRS # 02382950008  
REGISTRATION# 20-222800

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK  
GB Mtg 10/28/2020  
APPROVED AS TO FORM: GC  
GC

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY T. MCCOY  
FINANCE DIRECTOR

2560122.510400  
Munis Org. and Obj. Code



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Gerard's House

Procurement Title: RFP 20/21/P

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

### 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                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | All documentation presented to Committees                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____  |

Elizabeth Peterson Children and Youth Program Manager 3/9/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Apr 28, 2021 17:20 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.

\*



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202193

Contractor: Gerard's House

Description: Children and Youth Commission funded youth services

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: July 1, 2020 Term End Date: June 30, 2023

Approved by Council Date: 10/28/2020

### **Contract / Lease: CYC funded youth services**

Amendment # 1 to the Original Contract / Lease # 20-0568

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: n/a

Approved by Council Date: \_\_\_\_\_

### **Amendment is for:**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**Revise scope of work**

3. Procurement History: RFP 20/21/P

  
Fran Dineen (Apr 28, 2021 1:20 MDT)

Apr 28, 2021

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Amend RFP 20/21/P to increase comp. term thru 6/30/23

4. Funding Source: Children and Youth Fund

Org / Object: 2560122.510400

  
Andy Hopkins (Apr 28, 2021 16:32 MDT)

Apr 28, 2021

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

# BUSINESS REGISTRATION

**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551



**Business Name:** GERARD'S HOUSE  
DBA: GERARD'S HOUSE

**Business Location:** 3204 MERCANTILE CT C  
SANTA FE, NM 87501

**Owner:** JERRY DURAN

**License Number:** 222800

**Issued Date:** March 08, 2021

**Expiration Date:** March 08, 2022

**CRS Number:** 02382950008

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

GERARD'S HOUSE  
P.O. BOX 28693  
SANTA FE, NM 87592

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2021

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).

|   |   |  |                                      |
|---|---|--|--------------------------------------|
| <b>PRODUCER</b> License # 0757776<br><b>HUB International Insurance Services (SOW)</b><br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): <b>(505) 982-4296</b> |  | FAX (A/C, No): <b>(866) 621-0427</b> |
|   | <b>E-MAIL ADDRESS:</b>  |  |                                      |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   |  | <b>NAIC #</b>                        |
| <b>INSURER A : Philadelphia Indemnity Insurance Company</b>   |   |  | <b>18058</b>                         |
| <b>INSURER B : New Mexico Mutual Casualty Company</b>   |   |  | <b>40627</b>                         |
| <b>INSURER C :</b>  |   |  |                                      |
| <b>INSURER D :</b>  |   |  |                                      |
| <b>INSURER E :</b>  |   |  |                                      |
| <b>INSURER F :</b>  |   |  |                                      |

**INSURED**

Gerard's House  
PO Box 28693  
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  |              |
|----------|--|------------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X          |          | PHPK2248722   | 3/1/2021                | 3/1/2022                | 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   | \$ 2,000,000 |
|          |  |            |          |               |                         |                         | PRODUCTS - COMP/OP AGG  | \$ 2,000,000 |
|          |  |            |          |               |                         |                         |   | \$           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRE D AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |            |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)   | \$           |
|          |  |            |          |               |                         |                         | BODILY INJURY (Per person)  | \$           |
|          |  |            |          |               |                         |                         | BODILY INJURY (Per accident)  | \$           |
|          |  |            |          |               |                         |                         | PROPERTY DAMAGE (Per accident)  | \$           |
|          |  |            |          |               |                         |                         |   | \$           |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |            |          |               |                         |                         | EACH OCCURRENCE   | \$           |
|          |  |            |          |               |                         |                         |   | AGGREGATE    |
|          |  |            |          |               |                         |                         |   | \$           |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N<br>N | N / A    | 0097809104    | 3/1/2021                | 3/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          |  |            |          |               |                         |                         | E.L. EACH ACCIDENT  | \$ 100,000   |
|          |  |            |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 100,000   |
|          |  |            |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$ 500,000   |
| A        | Professional Liabili   |            |          | PHPK2248722   | 3/1/2021                | 3/1/2022                |   | \$ 1,000,000 |

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

### CERTIFICATE HOLDER

### CANCELLATION

|   |   |
|---|---|
| City of Santa Fe Children & Youth Commission<br>Santa Fe Youth & Family Services Division<br>PO Box 909<br>Santa Fe, NM 87504 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

|   |
|---|
| <p><b>Name Of Additional Insured Person(s) Or Organization(s):</b><br/> City of Santa Fe Children &amp; Youth<br/> Commission<br/> Santa Fe Youth &amp; Family Services Div</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.









# GB COMMUNITY HEALTH AND SAFETY GERALDS HOUSE

Final Audit Report

2021-04-28

|                 |   |
|-----------------|---|
| Created:        | 2021-04-28                                  |
| By:             | Jimmy Tapia (jptapia@ci.santa-fe.nm.us)     |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAAXv-qfPVqwcRa3cS6WpmUmj6naVD6B7p |

## "GB COMMUNITY HEALTH AND SAFETY GERALDS HOUSE" History

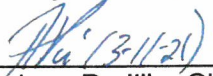
-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)  
2021-04-28 - 10:19:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
2021-04-28 - 10:21:57 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)  
2021-04-28 - 10:30:24 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2021-04-28 - 10:32:01 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2021-04-28 - 10:32:03 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2021-04-28 - 11:18:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2021-04-28 - 11:20:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2021-04-28 - 11:20:09 PM GMT

# City of Santa Fe New Mexico

## Memo

DATE: March 11, 2021

TO: Governing Body  
Finance Committee  
Quality of Life Committee

FROM:   
Andrew Padilla, Chief of Police

**ITEM AND ISSUE:**

Request signature from Highest Ranking Official on 2020 Certification and Assurances for the 2020 Edward Byrne Grant Award Local Solicitation

**BACKGROUND AND SUMMARY:**

The City of Santa Fe has been awarded the 2020 Local Solicitation Edward Byrne Memorial Justice Assistance grant by the US Department of Justice, Office of Justice Programs for \$22,198. This award is allocated to maintaining the Body Worn Camera program for purchase of replacement parts and equipment.

Due to the amount of the award, the City Manager is eligible to sign the grant award documents and all other forms, however, the Certification and Assurances by the Chief Executive of the Applicant Government must be signed by the highest ranking official, the Mayor.

It is requested by City Attorney, Erin McSherry to submit this form for the Mayor's signature as a non-financial or discussion item to committee meetings and the Governing Body meeting agenda in order for us to complete the acceptance of this grant award.

**REQUESTED ACTION:**

Submit the Certifications and Assurances by the Chief Executive of the Applicant Government form for the Mayor's Signature.

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

ALAN M. WEBBER

\_\_\_\_\_  
Printed Name of Chief Executive  
CITY OF SANTA FE

\_\_\_\_\_  
Date of Certification

MAYOR

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # N/A

Contractor: Department of Justice-Office of Justice Program (OJP)

Description: **Signature on Certification and Assurances Form by Highest Ranking Official of Municipality for 2020 Edward Byrne Memorial Justice Local Solicitation Grant Award \$22,198 allocated for repair and maintenance of body worn camera program.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 10/1/2020 Term End Date: 9/30/2022

Approved by Council Date: 4/14/21

### Contract / Lease: Highest ranking official signature on Certifications & Assurances form

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

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)  
**The Highest Ranking Official must sign the Certifications & Assurances Form for acceptance of the 2020 Edward Byrne Memorial Office of Justice Assistance Program (OJP) Grant Award. The City Manager is eligible to sign all other forms based and the grant award amount \$22,198.**

3. **Procurement History: Signature needed by highest ranking official for 2020 Edward Byrne Award**

John Downey  
Fran Downey (Mar 17, 2021 10:53 MDT)

Mar 17, 2021

Purchasing Officer Review: \_\_\_\_\_

Date: \_\_\_\_\_

Comment & Exceptions: Grant Funds JAG- Body Worn Camera Program/maint. & repair

4. **Funding Source: Police Grants**

Org / Object: 2230315 / 572400

Alexis Lotero  
Alexis Lotero (Mar 16, 2021 16:46 MDT)

Mar 16, 2021

Budget Officer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Laura A Vigil, Acctg Suprv Phone # 505-955-5086

Email: lavigil@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_