City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
JULY 20, 2022
5:00 PM
COUNCIL CHAMBERS
CITY HALL
201 LINCOLN AVENUE

PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

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. **Written Public Comment:** Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal three hours prior to the start of the meeting. 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 Minutes from the July 6, 2022 Quality of Life Committee Meeting

6. **PRESENTATIONS**

   a. Findings and Recommendations for Growing and Sustaining Early Childhood Education and Care in Santa Fe (Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, (505) 955-6678 and Rachel Kutcher, Independent Consultant).

7. **ACTION ITEMS: CONSENT**

   a. Request for Approval of Amendment No. 1 to the Amended Lease Agreement between Challenge New Mexico and the City of Santa Fe for 633-635 Agua Fria Street, Santa Fe, NM, Updates Lessee's Business

Name and Approves a Sublease to High Desert Housing, a New Mexico Nonprofit Corporation. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, (505) 629-2206)

Committee Review:
Public Works and Utilities Committee: 07/11/2022
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body (Public Hearing): 07/27/2022

b. Request for the Approval of Agreement with Lou Hammond in the Total Amount of $530,000 for Public Relations Services for Tourism Santa Fe; (Randy Randall, rrandall@santafenm.gov 505-955-6209).

Committee Review:
Finance Committee: 07/18/22
Quality of Life Committee: 07/20/22
Governing Body: 07/27/22

c. Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to New Mexico Immigrant Law Center to Provide Legal Immigration and/or Navigation Services to Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

Committee Review:
Public Works and Utilities Committee: 06/27/2022
Governing Body: 06/29/2022 (Removed from Agenda)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

d. Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to Coming Home Connection to Provide Navigation Services, Caregiving Services, Equipment Loan Services, and Cleaning Services to Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov, 505-955-6728)

Committee Review:

Public Works and Utilities Committee: 06/27/2022
Governing Body: 06/29/2022 (Removed from Agenda)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

e. Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to St. Elizabeth Shelters to Provide Navigation and Safety Net Services to Homeless Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

Committee Review:
Public Works and Utilites Committee: 06/27/2022
Governing Body: 06/29/2022 (Removed from Agenda)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

f. Request for the Approval of a Service Agreement in the Total Amount of $207,750.00, Inclusive of NMGRT, Over Three Years to Esperanza Shelter, Inc. to Provide Emergency Shelter to Individuals who are Adult Victims of Domestic Violence via the Residential Program and to Provide Community Navigation to Nonresidential Individuals Who are Domestic Violence Survivors or Offenders in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov, (505) 955-6728).
Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

g. Request for the Approval of a Service Agreement in the Total Amount of $475,500.00, Inclusive of NMGRT, Over Three Years to Interfaith Community Shelter Group, Inc. to Provide Navigation and Safety Net Services to Individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; (505) 955-6728.

Committee Review:

Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

h. Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, Inclusive of NMGRT, Over Three Years to Las Cumbres Community Services to Provide Specialized Safety Net and Navigation Services to Adult Immigrants and Newly-Arrived Afghan Refugees in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body 07/27/2022

i. Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, Inclusive of NMGRT, Over Three Years to La Familia Medical Center to Provide Diabetes Prevention, Chronic Disease Management, Medical, Health Education and Navigation Services to Low-Income Residents of Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

j. Request for the Approval of a Service Agreement in the Total Amount of $223,500.00, Inclusive of NMGRT, Over Three Years to The Life Link to Provide Low Barrier Navigation Services to Individuals Experiencing Homelessness and Untreated Mental Illness in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

k. Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, Inclusive of NMGRT, Over Three Years to YouthWorks to Provide Navigation Support Services to Individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

l. Request for Approval of a Service Agreement in the Total Amount of $248,700, Inclusive of NMGRT, Over Three Years to Partners in Education – Fathers New Mexico to Provide Navigation Services to Parents, Immigration Families, or Individuals with Identifiable Challenges in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov, (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

m. Request for Approval of a Service Agreement in the Total Amount of $239,250.00, Inclusive of NMGRT, Over Three Years to The Food Depot to Provide Critical Hunger Relief Safety Net Services and to Provide Navigation Services to Individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

n. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Relating to a Request for Approval of Fourth Quarter Budget Amendments and Associated New Mexico Department of Finance and Administration/Local Government Division ("DFA/LGD") Schedule for Fiscal

Year 2021/2022. (Andy Hopkins, Budget Officer: ajhopkins@santafenm.gov, 955-6177)

Committee Review:
Introduced (Finance Committee): 07/18/22
Quality of Life Committee: 07/20/22
Public Works and Utilities Committee: 07/25/22
Governing Body: 07/27/22

o. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Lindell, Mayor Webber, Councilor Villarreal, Councilor L. Garcia, Councilor M. Garcia, Councilor Chavez)
A Resolution Authorizing the Sale and Consumption of Alcohol During the Annual Burning of Zozobra Community Event Produced by the Kiwanis Club of Santa Fe, Inc., a Non-Profit Organization at Fort Marcy, During the Friday of Labor Day for the Years 2022-2025, Pursuant to SFCC 1987 Subsection 23-6.2. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6327)

Committee Review:
Introduced: 07/13/22
Finance Committee: 7/18/2022
Quality of Life Committee: 07/20/22
Governing Body: 07/27/22

p. CONSIDERATION OF BILL NO. 2022-__. (Mayor Webber, Councilor Lindell)
An Ordinance Amending Section 23-5.2 SFCC 1987 to Specify that Major Commercial Events are Not Entitled to Use City Property that is Otherwise Leased by the City. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, 629-2206)

Committee Review:
Governing Body (Introduced): 05/25/2022
Governing Body (Public Comment): 06/08/2022
Public Works and Utilities Committee: 06/27/2022
Finance Committee: 07/05/22 (postponed)
Quality of Life Committee: 07/06/2022 (postponed)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022

Governing Body (Public Hearing): 07/27/2022

q. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor M. Garcia, Councilor Rivera, Mayor Webber, Councilor Romero-Wirth, Councilor Chavez, Councilwoman Villarreal, Councilor Cassutt)
A Resolution Updating the Terms of Approval Included in Resolution Nos. 2020-24 and 2022-9 to Change the Permitted Location of Banners Commemorating "Hometown Heroes" From the Cerrillos Road Corridor to the Railyard, Guadalupe Street, and the Greater Downtown Area. (John Blair, City Manager: jwblair@santafenm.gov)

Committee Review:
Introduced: 07/13/22
Quality of Life Committee: 07/20/22
Public Works and Utilities Committee: 7/25/22
Governing Body: 7/27/22

r. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Governing Body: 08/10/2022

s. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Romero-Wirth, Councilwoman Villarreal, Councilor Cassutt, Councilor Chavez)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions August 10, 2022, to September 10, 2022; Banning the Sale or Use of Fireworks Within the City of Santa Fe; Encouraging Residents to Prepare a Personal Wildfire Action Plan; and Encouraging Residents to Follow the Fire Department's Fire

Readiness Guidelines. (Geronimo Griego, Fire Marsha; gggriego@santafenm.gov, 955-3310)

Committee Review:
Introduced: 7/13/22
Quality of Life Committee: 7/20/22
Governing Body: 7/27/22

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Wednesday, August 3, 2022**

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.

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
JULY 06, 2022
5:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

The meeting of the Quality of Life Committee was called to order at 5:00 pm by Councilor Jamie Cassutt, Chair, and was held in the City Council Chambers.

2. ROLL CALL

Members Present:
Councilor Jamie Cassutt
Councilor Michael Garcia
Councilor Renee Villarreal
Member Lee Garcia
Member Amanda Chavez

Members Excused:
None

Others Attending:
Jesse Guillen, Legislative Liaison
Loretta Olguin, Clerk
Elizabeth Martin, Clerk
Rich Brown, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Villarreal moved, seconded by Member Chavez, to approve the as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Garcia moved, seconded by Member Chavez, to approve the as amended.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

Against: None

Abstain: None

Councilor Villarreal pulled items C and D for discussion.

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the June 15, 2022 Quality of Life Committee Meeting

MOTION: Councilor Villarreal moved, seconded by Member Chavez, to approve the as amended.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

Against: None

Abstain: None

Councilor Villarreal noted that on page 15 of the minutes it showed all of the Councilors abstaining for the vote. They all voted yes. Also the motion language showed twice. Those errors will be corrected in Prime Gov.

6. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF BILL NO. 2022-__. (Councilor Rivera)

An Ordinance Amending Section 21-4.3 SFCC 1987 to Change the Set Out Time for Residential Refuse Collection. (Shirline Sitton, Environmental Services Division Director: sjsitton@santafenm.gov, 955-2209)

Committee Review:
Governing Body (Introduced): 06/08/2022
Governing Body (Public Comment): 06/29/2022
Quality of Life Committee: 07/06/2022
Public Works and Utilities Committee: 07/11/2022
Finance Committee: 07/18/2022
Governing Body (Public Hearing): 07/27/2022

Approved on consent.

MOTION: Councilor Garcia moved, seconded by Member Chavez, to approve the bill as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

Against: None

Abstain: None

b. Request for Approval of Amendment No. 6 to the PSA with Vladimir Jones (PRACO) in the Total Amount of $1,850,000 for Advertising Agency Services for TOURISM Santa Fe for FY23. (Randy Randall, Tourism Santa Fe Director: rrandall@santafenm.gov, 505-955-6209)

Committee Review:
Finance Committee: 06/20/2022
Quality of Life Committee: 07/06/2022
Governing Body: 07/13/2022

MOTION: Councilor Garcia moved, seconded by Member Chavez, to approve the contract amendment as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

Against: None

Abstain: None

Approved on Consent.

c. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Permitting Remote Meetings for Advisory Committees Whether or Not it is Difficult or Impossible for Members of the Committee to Meet in Person when the Advisory Committee Determines it is in the Best Interest of the Public to Do So. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee Review:
Governing Body (Introduced): 06/29/2022
Quality of Life Committee: 07/06/2022
Public Works and Utilities Committee: 07/11/2022
Finance Committee: 07/18/2022
Governing Body: 07/27/2022

MOTION: Councilor Villarreal moved, seconded by Member Chavez, to approve the resolution as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

Against: None

Abstain: None

d. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber, Councilor Lindell, Councilor Cassutt, Councilor Romero-Wirth)

A Resolution Establishing the Manner of Appointing a Charter Review Commission in 2022 and Identifying Certain Topics for the Commission's Consideration. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:
Introduced: 06/29/22
Quality of Life Committee: 07/06/22
Finance Committee: 07/18/22
Governing Body: 07/27/22

MOTION: Member Chavez moved, seconded by Councilor Cassutt, to approve the resolution as presented.

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

For: Councilor Cassutt, Member Garcia, Member Chavez

Against: None

Abstain: Councilor Garcia, Councilor Villarreal

e. CONSIDERATION OF BILL NO. 2022-__. (Mayor Webber, Councilor Lindell)
An Ordinance Amending Section 23-5.2 SFCC 1987 to Specify that Major Commercial Events are Not Entitled to Use City Property that is Otherwise Leased by the City. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, 629-2206)

Committee Review:
Governing Body (Introduced): 05/25/2022
Governing Body (Public Comment): 06/08/2022
Public Works and Utilities Committee: 06/27/2022
Finance Committee: 07/05/22 (postponed)
Quality of Life Committee: 07/06/2022
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body (Public Hearing): 07/27/2022

MOTION: Councilor Garcia moved, seconded by Member Chavez, to approve the bill as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

Against: None

Abstain: None

Approved on consent.

7. **PRESENTATION**

a. Report to the Mayor to End Hunger: Ensuring Every Child in Santa Fe Has Access to Sufficient & Nutritious Food (Sherry Hooper, Executive Director The Food Depot: shooper@thefooddepot.org, (505)-471-1633)

Committee Review
Quality of Life: 7/6/22

Sherry Hooper and Scott Buntin provided the presentation.

MOTION: moved, seconded by , to approve the presentation as presented.

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

For: None

Against: None

Abstain: None

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: July 20 2022**

12. **ADJOURN**

There being no further business before the Committee, the meeting adjourned at 6:28 pm.

_____ _____

Liaison Chair

JUNE 2022

Growing and Sustaining Early Childhood Education and Care in Santa Fe

Prepared for the City of Santa Fe by
RACHEL KUTCHER,
RLK CONSULTING, LLC

Phase 2:
SUPPORTING SANTA FE EARLY CHILDHOOD EDUCATION AND CARE

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Introduction

The City of Santa Fe has contracted with RLK Consulting to conduct a landscape analysis of early childhood education and care for children ages 0-5 in Santa Fe, and to research and suggest potential strategies for sustaining and increasing availability of, and access to, care within the City. While early childhood encompasses a broader set of programs and services to support early growth and development, such as home visiting and early intervention, this analysis focuses specifically on education and care. Additionally, while early childhood is often framed as prenatal/zero to age eight and community child care providers may provide child care for children through age 12, the focus of this analysis is specifically on ages 0-5 years, or the time period before a child enters kindergarten.

City of Santa Fe requested that RLK Consulting provide information about city zoning/permitting challenges for early childhood education and care providers, insight from child care providers about their greatest challenges and funding needs, and other strategies for increasing the supply of early childhood education and care in Santa Fe. This report is one of three reports provided to the city. While a few items from the other reports have been repeated in order to provide complete information or where updated information is available, for the most part this report builds on and does not repeat the other reports. RLK Consulting recommends that the reader review all three reports for the most complete picture of the early childhood education and care landscape in Santa Fe and strategies to support early childhood programs and families.

Companion Reports:

In February 2022, RLK Consulting provided a report to the City of Santa Fe detailing the impact of the pandemic on early childhood education and care, the economic impact of the child care industry and shortages of child care, local and statewide data from childcare providers and families, local and state workforce development initiatives, and recommendations for potential uses of American Rescue Plan Act (ARPA) funds to support early childhood education and care.

Simultaneously with the current report, RLK Consulting is also submitting a third report to the City of Santa Fe which details current funding sources for early childhood education and care as well as examples of municipal funding mechanisms for early childhood in local communities across the country. The funding report provides an overview of federal/state, philanthropic and existing city funding pertaining to early childhood education and care as well as information about the establishment of children's funds and early childhood funds nationally, using a variety of revenue streams.

Updated Licensure Data

Demand for Early Childhood Education and Care

We can estimate the number of children needing care by age using percentages of population data. The NM ECECD Four Year Finance Plan cites American Community Survey data indicating that 63% of young children have both parents in the workforce to estimate child care need, so the same calculation is used for ages 0-3 in the below table.[1] The state plan also notes that in other states that implemented universal pre-K, approximately 75-85% of preschool age children enroll, so demand for 4-year olds was calculated as 80% of the age group. Need for 5-year olds was not calculated in the table since this age group is more complicated - some 5-year olds are in pre-K while others are in kindergarten.

Children Ages 0-5 in Santa Fe County, 2020		
	# of children in age group[2]	Estimated child care slots needed
0 years	1,160	731
1 year	1,188	748
2 years	1,235	778
3 years	1,278	805
4 years	1,307	1,045
5 years	1,345	

Based on the above calculations of demand, Santa Fe County needs 1,479 child care slots for children under age 2. At 336 slots (see supply, below), currently only 22.7% of the need is met. Since a substantial number of these slots (156) are with Early Head Start and therefore open only to families with incomes below 130% FPL, available slots for children under age 2 across income levels are further limited. It should also be noted that as availability of care increases, more parents may join the workforce, which would further increase the percentage of young children needing child care.

Supply of Early Childhood Education and Care

The below licensure data was provided by UNM Early Childhood Services Center (a contractor of NM ECECD) in May 2022, and the Public Pre-K data was provided in February 2022. Both have been updated since the report submitted to the city by this contractor in February 2022. New Mexico licensure capacity differentiates between capacity for children under age 2 and over age 2 (includes 2-5 year olds as well as school-age children), making it imperfect to assess the number of slots for each single year age cohort 0-5 years.

Licensed and Registered Child Care in Santa Fe County, as of April 2022[3]			
	Under 2	**Over 2**	**Total Capacity**
Licensed Center	312	1,476	1,788
Licensed Family Home*	12	30	30
Licensed Group Home*	8	24	24
Registered Child Care (Home)**	4	12	12
Total	**336**	**1,542**	**1,854**

* The capacity for children under and over 2 years old do not sum to the total capacity number because licensed family and group homes and registered homes are licensed/registered for a total number of children, of which no more than 2 or 4 can be children under 2, depending on the staffing and license.
** Registered homes are only permitted to care for up to four, non-resident children of any age at one time. The total capacity numbers also include an allowance for resident children to include up to 6 children total, of which no more than two children under age 2 may be care for at a time.

Other Programs in Santa Fe County, as of FY20	
	Total Capacity
Early Head Start/Head Start* (licensed capacity)	450
Tribal Head Start (ages 3-5)**	36[4]
NMPED Pre-K (4 year olds)**	398

*Head Start/Early Head Start slots are also included in licensed capacity data in the prior table.
** Tribal Head Start is not required to be licensed by ECECD and public PreK classrooms are under the jurisdiction of NM Public Education Department, so are not included in the licensed capacity data in the prior table.

Licensed vs. Actual Capacity

Licensed capacity represents the maximum capacity a provider is permitted, but actual provider capacity may be lower due to staffing, funding, or a choice to maintain lower child to teacher ratios, including to meet quality rating or national accreditation standards. During interviews conducted with early childhood centers, administrators were asked to provide data on their actual capacity (even if lower than licensed) for each age group. Of the responding providers, centers reported 192 actual slots for children under age 2 vs. 229 for which they are cumulatively licensed; 720 slots for children over age 2 vs. 886 for which they are cumulatively licensed; totaling 912 slots vs 1,115 for which they are cumulatively licensed. The two licensed home providers interviewed were both operating at licensed capacity.

New Programs and Classrooms

While the general trend has been a decline in licensed early childhood education and care capacity over at least the past decade,[5] there are some current examples of additional programs and classrooms opening. This spring, Santa Fe Montessori opened as a new

program in the space formerly occupied by Playschool for the Arts. Growing Up New Mexico is also planning to open three new classrooms serving infants through age 2 within the next year.

Santa Fe Public Schools also announced a new Early Childhood Center at Ramirez Thomas Elementary School with three classrooms serving 44 children ages 1-3 years old.[6] The costs for care will range from $150 to $250, highly subsidized by both child care assistance and Elementary and Secondary School Emergency Relief (ESSER) funding. The center will open in August 2022 and will serve the children of district teachers and staff. The center will provide care 7:15 am – 4:30 p.m. in alignment with the district's school year calendar for teachers.

Provider Interview Themes

Process

This section summarizes themes from interviews with early childhood education and care providers in northern Santa Fe County. In addition to SFPS public/charter school Pre-K classrooms, there are 24 licensed center-based programs/schools with early childhood classrooms (infant through Pre-K) in northern Santa Fe County. Most have a single location; PMS Head Start/Early Head Start has 12 sites in Santa Fe County. There are also seven licensed child care homes: five are licensed to care for up to six children and two are licensed to care for up to 12 children. Finally, there are two registered homes.

RLK Consulting contacted public school, licensed center, and licensed home providers by both phone and email to request an interview. Thirteen centers/schools and two licensed home providers agreed to be interviewed, representing half of centers and one-third of licensed homes. Interviews were conducted by zoom or telephone using a consistent interview guide. In some cases, a few quantitative questions were sent after the interview via email. City staff and city councilors provided input on the questions, and Growing Up New Mexico staff requested inclusion of a few additional questions to inform a community assessment they are conducting under an ECECD grant. RLK Consulting requested permission from each provider to share the interview notes with Growing Up New Mexico staff. Only one child care center requested anonymity.

While registered home providers and unregistered family, friends, and neighbor care providers are also an important part of the Santa Fe caregiving ecosystem, they were not contacted for interviews in this phase of work.

Many of the themes from provider interviews are included in this section. For cohesion, provider input on a few areas, including physical space and capital, shared services, and city permitting and fire code are included in those respective sections of this report.

Care Hours

The providers interviewed were evenly split between those offering full day care (defined as at least 8 am – 5 pm) and those offering part-day care. Among those offering full day care, the home-based providers and a few centers offer care beginning between 7 and 8:30 am and ending between 5 and 6 pm as their standard hours of care. A few other centers have shorter standard hours but offer an extended day option at an extra cost. Several providers noted that funding to support extended day hours, particularly for additional staffing costs, is needed because they cannot charge the true cost for after care.

Some programs offer a part-time (2, 3, or 4 days per week) enrollment option, while many others require full-time enrollment (or at least full-time tuition) because it can be difficult

to fill those slots on the other days and it is not financially feasible to maintain less than full enrollment.

Enrollment

Most programs reported that they are completely full. Two programs reported some open slots for 4-year olds. PMS also reported some open Head Start slots in Nambe and Arroyo Seco, but are completely enrolled for their sites within the City of Santa Fe. While many programs intentionally maintain lower enrollment than their licensed capacity, YMCA Lowrance noted that their actual capacity is currently limited by staffing and they would prefer higher enrollment,

Several reported longer than typical waitlists and/or their waitlist for the following year filling up earlier than usual. For programs that serve infants and toddlers, waitlists for infant and toddler slots are particularly long. The average amount of time a child is on a waitlist before a slot opens varies substantially between programs. Some have more frequent turnover, while others say it can be a year or more. One program noted that it would be helpful to have a centralized resource to which they can refer families when their program is full.

Workforce

Low wages were discussed as the biggest barrier to early childhood educator recruitment and retention. Multiple programs are currently struggling with educator recruitment and retention, with at least one program operating substantially below typical capacity due to staffing shortages. Many programs noted that the one-time wage incentives ECECD gave ECE professionals earlier in the pandemic were significant to the workforce and would like to see ongoing wage supplements, whether paid directly to individual staff or by funding providers to increase wages. Many providers also noted that it's hard to expect educators to pursue higher education when wages are so low even for those with degrees, and for those with degrees, low wages make it difficult to stay in the field.

Programs expressed a range of needs for early childhood workforce education, including:

- More support for existing college certificate and degree pathways.
- Funding to bring specific professional development opportunities into their schools for the entire staff.
- The need for ECECD to recognize the diverse educational backgrounds of the workforce. Some providers feel that ECECD requirements for annual professional development and the professional development resources ECECD offers are too basic for those with advanced education/degrees in early childhood education.
- A way for community providers to access public Pre-K teacher professional development. Feel community providers don't get the same access to professional development resources as public Pre-K teachers.

- Some professionals are not using the ECECD scholarship because they are choosing to access out of state, online asynchronous degree programs.
- For some Montessori programs there is frustration that Montessori education is not recognized by the early childhood system in the same way that degrees are recognized.

A few programs also noted the need for a shared, long-term substitute pool. While the emergency pandemic program that brought volunteers into the classroom met some emergency staffing needs, it was a lot of work for schools to implement and did not provide long-term consistency. However, a couple programs noted that because background checks for staff are connected to the center where they work, it is hard to share substitutes and each program must build its own substitute pool.

One program also noted a challenge finding and hiring bilingual teachers. They are encountering both English-speaking teachers without sufficient Spanish fluency and Spanish-speaking teachers without sufficient English fluency. They would like to see language education for both groups more integrated with college early childhood education pathways.

In February 2022 RLK Consulting prepared a report for the City of Santa Fe that provides extensive state and local early childhood education and care workforce data and an overview of early childhood workforce and business development programs in Santa Fe. Please refer to the prior report for additional information on this topic.

Expanding Infant/Toddler Care

Many providers are aware of the acute need for more infant and toddler care slots in Santa Fe, but there are two major barriers to adding or expanding infant and toddler care. First, because infant and toddler care requires a lower ratio of children to educators, the overall cost is substantially higher.

On the following page are examples of revenues for infant vs. 4-year old care in a center-based program. The state FOCUS rating system requires programs to decrease child to adult ratios as their star level increases. Child Care Assistance reimbursement rates are also based on star levels and care settings. The below table uses 2-star and 5-star ratios and corresponding child care assistance reimbursement rates to demonstrate annual revenue losses for an infant vs. 4-year old classroom. While private tuition rates are set differently by each program, the third example uses 5-star ratios and example private tuition rates that are within the range of rates set by many local programs. Each example assumes two early childhood educators per classroom. While the programs cannot exceed the given ratios at their star-level, programs may choose to maintain lower ratios than mandated which would lead to lower revenues per early childhood educator.

Infant vs. 4-Year Old Classroom Revenues

Age group	# children per educator[7]	Reimbursement rate[8]	Annual revenue per educator	Revenue difference per educator	Revenue difference per classroom
2-Star, Child Care Assistance Reimbursement					
Infants	6	$980	$70,560	-$26,640	-$53,280
4-year olds	12	$675	$97,200		
5-Star, Child Care Assistance Reimbursement					
Infants	4	$1,520	$72,960	-$38,040	-$76,080
4-year olds	10	$925	$111,000		
5-Star, Private Pay					
Infants	4	$1,500	$72,000	-$48,000	-$96,000
4-year olds	10	$1,000	$120,000		

Few programs below the 5-star level feel that it's feasible to offer infant care with child care assistance reimbursement, and most noted they can't charge the true cost of infant care for private tuition because it's too expensive for most families. Programs that do provide infant care often note that their Pre-K programs help subsidize infant care costs. As a result, they are limited in the amount of infant care they can provide before it becomes financially unfeasible.

The licensure requirements for the physical space in which infant and toddler care is provided also present a challenge for some programs. Providers said providing infant or toddler care would require a different building or major renovations that they cannot afford or are unable to undertake in a leased building. One provider suggested that the biggest impact the city could have on infant/toddler care would be to directly help open additional classrooms, either run directly by the city or under a subsidized contract with a provider.

A few providers expressed interest in adding or expanding infant and toddler care if additional funding were available to support the higher overhead (space) and staffing costs. Kaune Early Learning Center (Growing Up New Mexico) is planning to open three infant and toddler classrooms withing the next year. Building renovation funding could support this and with ongoing staff shortages, there is some concern about the ability to hire additional educators for those classrooms. First Presbyterian also has a strong interest in opening infant care classrooms but are unable to do so in their current building because they are on the second floor which is not permitted for infant care licensure. They noted that adding infant care classrooms would require free or low cost provision of a licensable building, financial subsidies, and/or providing infant care under a contract.

Expanding overall care, hours, etc

Some early childhood education and care providers are interested in expansion, while others have noted that they are happy with their current size and do not wish to expand. The two home providers interviewed are not interested in expansion, which would require both additional space and hiring staff; whereas they prefer not to manage staff. For a few programs that are interested in expanding the number of classrooms or slots, many named space as a primary constraint. Generally, they would need to undertake substantial renovation, expand their building, build a new building, or expand to an additional site. One program, although not interested in expanding their own program, suggested the city make available to other programs a consultant with experience managing and expanding early childhood programs to help them organize staffing and business plans and identify where and how they could expand.

Federal grants for Head Start/Early Head Start fund a provider for a specific number of slots. PMS will conduct an assessment before their next competitive grant cycle to decide for how many slots they will apply. PMS also noted concerns about maintaining current staffing levels and the potential need to increase staffing in the future. Because the Head Start/Early Head Start budget is based on a federal formula, as minimum wage increases and other early childhood programs further increase their wages, it is hard for them to compete because their budget is relatively fixed and they are unable to offer signing or retention bonuses.

Child Care Assistance

Most of the programs interviewed accept child care assistance as a form of payment, but a few programs and one of the home-based providers do not. Among programs that are accepting child care assistance, several mentioned that they limit the number of child care assistance-enrolled children they will accept due to reimbursement rates. This is a more common issue for programs with lower FOCUS star rating levels because they receive lower reimbursement rates. A couple of programs that are actively working to attain a 5-star FOCUS rating noted limiting or not taking child care assistance-enrolled children until they reach the 5-star level. One of these programs also noted that while they support the child care assistance eligibility expansion because they want to maximize financial access for families, this expansion took them by surprise. Suddenly, more of their already enrolled families were eligible for assistance and this negatively impacted their school's operating revenues.

This limitation on programs accepting child care assistance further limits lower income families' access to early education and care and may exacerbate inequities. At the same time, any solution to this issue needs to maintain financial viability for early childhood programs.

FOCUS Ratings

New Mexico's FOCUS rating system is intended to demonstrate the quality of early childhood education and care programs and is used to determine child care assistance reimbursement rates. Some of the requirements to move up the FOCUS star levels include implementation of developmental and health screenings for enrolled children; family engagement; increasing education credentials of directors and classroom educators; decreasing child to educator ratios in the classroom (and corresponding recommended decreases to total class sizes); focused observations of individual children and corresponding curriculum planning; and continuous quality improvement processes.

In Santa Fe, there are (14) 5-star or nationally accredited[a] centers, (18) 2-star centers, and (2) 3-star centers. All home-based providers have a 1- or 2-star rating. This suggests that few programs at the two-star level are actively working towards higher rating levels. This does not necessarily indicate that all the 2-star programs are of low quality, but that they have not documented that they meet the requirements to move to higher levels.

One program interviewed noted that they are not interested in moving up the star levels due to the extensive requirements for higher star level programs and the staff time required to both fulfill and document that they have fulfilled these requirements. A few other programs noted that while they are working through the star levels, it is a very time-consuming process for which they need to receive additional compensation to cover additional staff hours. One provider pointed to a catch-22 in the FOCUS system: in order to move up the star levels and receive higher reimbursement rates they need to demonstrate they are meeting the higher star level requirements; however, they must fulfill these additional requirements, including sustaining lower child to educator ratios, while still being paid the lower quality rates. They suggested a time-limited additional source of financial support to make up the difference for programs actively working to raise their star levels.

Evening/Weekend Care

A variety of careers in Santa Fe require non-traditional working hours, from hospitality to health care and emergency services. There are not currently any early childhood centers offering evening or weekend care hours and it is not known if licensed home-based providers are either. The two home-based providers interviewed noted they are staffed by a single person (owner) and already providing full day, Monday through Friday care, so adding evening or weekend care is not feasible. For the most part, center-based programs also did not feel that weekend or evening care would fit with their program models.

[a] Some centers are nationally-accredited by an accrediting body such as the National Association for the Education of Young Children (NAEYC). Because the national accreditation criteria are generally more stringent, nationally-accredited programs are given a 5-star rating without separately documenting the FOCUS requirements.

Several also noted anticipated challenges to staff such care. Providing evening and weekend care would require an entirely different group of staff, including both teachers and administrators. This would be a substantial expense, especially as some programs are already struggling to hire enough qualified educators for their current programs.

The former director of YMCA Lowrance thought the YMCA might consider adding evening or weekend hours but noted they are already very short-staffed for their current program. They also noted that after a certain hour, licensing regulations require that they provide beds and other additional supplies for evening care. Kids Campus is also engaging in some discussion about future evening care aligned to college evening class schedules. One provider suggested that it would be more practical for employers with non-traditional hours to contract for on-site care if there is sufficient demand among their employees.

Developmental Support Services

In New Mexico, developmental support services for children ages birth-3 are provided by contracted "early intervention" services providers through the state's FIT program. After a child turns three, responsibility for developmental support services is assigned to school districts. Most programs expressed that early interventions services through age 3 are working fairly well for the children and families in their programs. Many times early intervention specialists provide services while a child is at their program, so specialists are also teaching educators how to best support a child in their classroom.

When developmental services transition to an Individualized Education Program (IEP) or Individualized Family Services Plan (IFSP) after a child turns three, many programs are encountering more challenges. Programs find it is harder to get a child scheduled for evaluation and when services are offered they are less frequent and/or have longer waitlists. There also do not seem to be enough specialists to meet the demand. Currently programs report that parents of children with developmental needs are feeling defeated and schools are sometimes forced to cap their enrollment at a lower level to allow for smaller child to educator ratios because they cannot afford to bring in their own paraprofessionals to support those children.

Many programs cited a need for more infrastructure to support developmental services. They envision that this could happen in a centralized manner through ECECD or an online portal in which they could submit requests for evaluation and services or a liaison with SFPS to help facilitate access to evaluation and to help families transition from an early childhood program or private school into public K-12 education.

Behavioral Health

Providers noted that they are also observing a lot of behavioral issues among children in their care and that teachers need more support to manage and deescalate behaviors. Providers said they would like to see both training for teachers and additional support provided by mental health specialists or behavioral interventionists. They noted that

teachers cannot be expected to manage behavioral issues on their own, and that placing this responsibility exclusively on the teacher contributes to teacher burnout.

While some programs felt the Child Find evaluation system can identify developmental needs like speech delays, they believe it is not as effective in evaluating and intervening in classroom behaviors and sensory needs. And, because a lot of behavioral support in the classroom is grounded in a primary diagnosis, it is challenging to identify behavioral interventions when a primary diagnosis has not been made. Programs don't know where to send families for resources for behavioral problems nor where to access resources for their classroom teachers. A couple of programs have posted positions for their own mental health specialists and have not received qualified applicants.

Parent/Family Supports

A few programs said that parents have expressed interest in parenting classes and learning how to support children's development and behaviors, as well as peer support opportunities for families, but that there are few programs and classes to which they can refer them. An interest in more programs such as Circle of Security, nutrition education, non-violent communication, and peer support groups were mentioned.

Santa Fe School for the Arts and Sciences is particularly interested in providing parenting resources and peer learning/peer support programs to the broader Santa Fe community through their CoLab program, but noted that there is not currently much available funding to support programming, translation, and interpretation.

Funding

Several funding needs have already been identified in the above described themes from provider interviews. Providers were also directly asked what uses of funding they believe would have the greatest impact on their early childhood education and care programs and/or for the families they serve. A few recurring themes include:

- Funding to increase teacher compensation. Compensation for this workforce is especially low relative to the high cost of living in Santa Fe. It is hard to recruit and retain teachers when wages are so low, and even harder to ask teachers to continue their own educations in early childhood when they are not seeing the profession or their degrees valued.
- Funding to subsidize the costs of infant and toddler care and extended day care.
- For home providers, funding to support a network of home-based providers and a toy/materials lending library so that they can switch out materials without having to buy everything directly.
- The state's announcement that a child care assistance co-pay waiver would be given to all enrolled families through June 2023 came in the middle of conducting these interviews. Prior to the announcement, a few programs noted the need to support families with their child care assistance copays and/or to help offset family

tuition costs. If the copay waiver is discontinued or eligibility is reduced after June 2023, this need may resurface.
- Funding for capital expenses, including renovations and emergency repairs (see "Physical Space and Capital Considerations" section for more details).

Other funding interests mentioned include:

- Outdoor programming spaces/outdoor classroom.
- Funding to periodically update supplies and replace equipment (both due to wear and tear and in order to keep curriculum up to date and following best practices, including innovations in equity and anti-bias curricula).
- Wraparound care hours/programs: Head Start/Early Head Start is not funded for full day care; public school Pre-K is not 8-5 and closed in the summers; community-based Pre-K funding does not cover summer months.
- Funding for buses to transport children (to regular program and for field trips).
- Business/financial management coaching for for-profit child care providers.
- Expanded outreach to educate families about child care assistance and their eligibility and to help families navigate the application process.
- Flexible funding for early childhood programs.
- Funding to support teacher professional development.
- Subsidize the staff time, extra activities, and lower ratios required to increase FOCUS star rating or become nationally accredited.
- Funding for directors as a distinct role (in some programs teachers are also serving as directors/administrators).
- Provide direct cash assistance to families based on income.
- Address affordable housing, which is a challenge for both early childhood educators and families of children enrolled in early childhood programs.
- More shade and drinking water access for outdoor spaces on the southside for community-based early childhood events.

Home-Based Providers

While home-based providers' comments are included throughout the themes discussed in this report, there are a few items specific to home-based care providers worth highlighting separately. Interviews with home-based providers demonstrated a diversity of education and career backgrounds among home-based providers. One of the home-based providers interviewed has an advanced degree in early childhood education and experience as a center administrator. The other home-based provider began providing home-based child care after retiring from her first career and does not consider it her primary source of income. Both providers noted that they have helped other home-based providers put together their required parent handbook and forms and they believe that many new home-based providers would benefit from technical assistance with these types of requirements.

Both providers spoke about how much their programs benefited from the COVID-related child care stabilization grants provided by ECECD. They reported using the funds to replace appliances, improve their yards and outdoor play equipment, update materials, and make other program improvements. It is very rare that home-based providers have access to funding for these types of improvements.

The home providers also noted that as the only person staffing their programs, it is difficult to find time for things like doctors appointments or fingerprinting for the state-required background checks. One provider noted that she tries to minimize closures, so would like a program in which vetted care providers could be approved to go to licensed home care programs as a back-up substitute provider in such instances.

Recommendations

1. Develop a dedicated funding stream to support early childhood education and care in Santa Fe. A companion report concerning current funding and municipal funding models for early childhood funds provides additional information on this topic.
    a. High priority funding needs include:
        i. Space and capital funds including renovations, maintenance, and emergency maintenance
        ii. Subsidies to provide infant/toddler care
        iii. Wage support for early childhood educators
        iv. Support to pursue higher FOCUS star ratings or national accreditation
        v. Summer and after care programming
        vi. Teacher/educator higher education and professional development
        vii. Child Care Assistance family co-pay support if/when co-pays are reinstated.
        viii. Parent/family classes and peer support programs
        ix. Business start up costs, including for home-based providers
2. Consider whether the city can provide “wrap around child care” for families when early childhood programs are closed such as summer programming when Head Start and public Pre-K are closed and during summer or winter holiday closures.
3. Consider opening new infant and toddler care classrooms, directly or through contracts with existing local providers.
4. Train all CONNECT navigators on child care assistance eligibility and how to support child care assistance applications. Consider adding one or more navigators who specialize in accessing early childhood services and in child care assistance outreach and enrollment, directly employed by the city or under contracts with local organizations.
5. Engage NM ECECD, Santa Fe Public Schools, and other stakeholders in conversation about how to jointly support developmental and behavioral support needs, particularly for children ages 3-5.

6. Assist employers with shift workers with non-traditional hours to engage their employees in conversations about child care needs. Workers may prefer onsite care or may prefer care closer to home. For shift employees working in the evenings or overnight, home-based solutions may be more desirable than onsite care.
7. Advocate for a state regulatory change that would allow providers to more easily create a shared substitute teacher pool.

City Zoning, Permitting, and Fire Code

Licensure Requirements

NM state child care licensure regulations require that center-based providers have[9]:

1. "Current written finalized zoning approval from the appropriate city, county or state authority;
2. Current written building approval, such as a certificate of occupancy, from the appropriate city, county or state authority;
3. Current written approval of the state fire marshal office or other appropriate city, county or state fire-prevention authority;
4. Current written approval from the New Mexico environment department or other environmental health authority for: a) a kitchen, if meals are prepared on site and served in the center; b) private water supply, if applicable; c) private waste or sewage disposal, if applicable; d) and a swimming pool, if applicable."

NM state child care licensure regulations require that home-based providers have[10]:

1. "Current written zoning approval from the appropriate city, county or state authority;
2. Current written approval of the state fire marshal office or other appropriate city, county or state fire-prevention authority if applicable;
3. Current written approval from the New Mexico environment department or other environmental health authority for: a) Private water supply, if applicable; b) Private waste or sewage disposal, if applicable; and c) A swimming pool, if applicable."

Zoning and Permitting

In May 2022, the Santa Fe governing body amended the city's land development code to permit preschool and child care facilities of all sizes by right in all zoning districts except for industrial districts.[11] This eliminated a requirement for new facilities to obtain a special use permit, reducing the administrative burden to opening new care facilities.

When asked, none of the center-based or home-based child care providers reported any current challenges with city permitting, zoning, or policy. Many programs have been in operation for many years and are long past the majority of the permitting and zoning tasks associated with start up. However, one newer provider and one long-time provider noted that the start up process to license a new center can be daunting. One provider suggested that it would be helpful if there was a single person or office, or funds to hire a consultant, that could help new programs find a licensable space and navigate city zoning and permitting and state licensure requirements.

Fire Code

The state licenses home-based care providers to care for either 6 or 12 children, with limits on the number of children under age 2 and specific staffing ratio requirements. Homes in which home-based care providers are caring for more than five children are considered by the city to be commercial occupancy and therefore must be in compliance with the 2015 International Fire Code (IFC) (the most recent version that the city has adopted). In the 2015 IFC, child care providers caring for more than five children are classified as Group E or Group I-4, which requires that the home have an automatic sprinkler system installed, unless all rooms used for care are on the level of discharge and have an exterior exit door.[12] The state licensure regulations do not require a sprinkler system, but do require the provider obtain approval from the appropriate fire prevention authority.

Two providers interviewed noted that they initially pursued home-based care programs but discovered this fire code requirement to be a barrier, and ultimately switched to a center-based model (commercial buildings are more likely to already be in compliance with commercial fire code). Other stakeholders in the early childhood field have also noted the fire code presents a barrier to home-based care provider licensure.

RLK Consulting met with the Youth and Family Services Division Director, Fire Marshal of the Santa Fe Fire Department, Inspections Division Director, and Code Compliance Supervisor to learn more about the fire code requirements and to discuss the issue. It was acknowledged that there is a need to identify possible avenues to increase accessibility of licensure for home-based child care while continuing to protect life and safety. Policy solutions have not yet been identified. The city adopted the 2015 IFC after it had been adopted by the state Fire Marshal, so it is not clear if this issue needs to be addressed at a city or state level.

If the decision is made to address fire code barriers at a state level, Colorado may serve as an example. In 2021 the Colorado General Assembly passed a bill that requires all municipalities to treat family child care homes (home-based child care providers) as

> "residential property use in the application of local regulations including zoning, land use development, fire and life safety, sanitation, and building codes.[13] Local governing authorities shall not impose any additional regulations governing family child care homes that do not also apply to other residential properties, provided that the foregoing does not restrict an authority's ability to prohibit, on a case-by-case basis, the operation in immediately adjacent residences of two or more large family child care homes, as that term is defined by rules by the department that governs the operation of family child care homes, or to manage the flow of traffic and parking related to adjacent large family child care homes."

The statute also requires that the department charged with promulgating licensure regulations seek the advice and assistance of the "Department of Public Safety and

Councils and Associations representing fire marshals and building code officials in the promulgation of any rules related to adequate fire protection and prevention."

In the declaration preceding the amendments to statute, the bill sponsors notes that variations in regulations impacting home-based providers across the state are difficult for providers to meet and create undue barriers and that state child care licensure rules include protective standards regarding fire, sanitation, and life safety in the home. New Mexico's home-based child care licensing regulations do include requirements intended to prevent, detect, and extinguish fires and enable safe egress.

Center-based providers did not express concerns with the fire code but noted that many of the available buildings in Santa Fe, and the buildings in which they are currently operating, are older and are sometimes hard to keep updated to remain in compliance with fire code. Funding for fire suppression system updates was identified as an unmet need.

Other City-Related Concerns Raised by Providers

A few programs interviewed expressed other health and safety concerns for their facilities. A few mentioned challenges with unhoused people being in and around their centers and playgrounds. One provider said they assign staff to walk around the playground each morning to look for and dispose of needles left by drug users during the previous night. Others mentioned issues with break-ins to their buildings or illegal dumping of garbage on their property. While specific asks were not made, these providers identified these as other issues they would like the city to help address.

Finally, many providers noted their appreciation that the city is learning about their programs and considering ways to more directly support early childhood education and care. They noted that they would welcome more opportunities for consultation with the city about the needs of their programs and the needs identified by the families that they serve.

Recommendations

1. Identify a strategy to resolve the fire code barriers for new licensed home-based care providers, including whether to address it at the city policy level or advocate for state-level policy change.
2. Identify a point person at the city that can help prospective/new child care businesses understand and navigate permitting and fire inspection requirements.
3. In future research, identify all of the city fees required for new home-based care providers, as well as ECECD home inspection fees. Evaluate city fees to determine whether they are potential barriers to new home-based child care businesses and if reductions or adjustments to fee schedules are possible.
4. Include funding for fire suppression system updates in future early childhood program funding opportunities.

Physical Space and Capital Considerations

As previously described, physical space and capital are a substantial challenge for both existing early childhood education and care operations as well as program expansions and the development of new centers. This finding is reinforced by qualitative assessment findings from the state's 2019 New Mexico Early Childhood Needs Assessment. The assessment states that "throughout the state… a need was identified for capital funding to construct, repair and enhance early care and education settings, information centers and community hubs that support families with young children.[14]" Additionally, in a county-specific section, the report notes that Santa Fe participants identified a need for help "identifying and applying to funding sources (federal, state, private), in particular for facility repairs and upgrades."

Per a conversation with the NM ECECD Director of the Early Care, Education, and Nutrition Division and the Child Care Bureau Chief in January 2022, programs often face substantial start up costs to ensure a space meets the licensing requirements. However, the state generally does not provide capital/renovation funds to help create additional capacity.[b] They estimated that in addition to interior renovations, the extent and costs of which depend on the current condition of the space, it costs approximately $15,000 to equip each new classroom with furniture and supplies. Additionally, enclosed/fenced outdoor playgrounds are a requirement for licensure. They estimated that new outdoor play structures for 3- and 4-year olds costs approximately $15,000-$30,000 and structures for infants/toddlers approximately $5,000 - $8,000. The playgrounds must have soft ground surfaces and full enclosures, so they estimated the total cost of a new playground to be approximately $50,000. All of these are substantial start up costs that may make it difficult for many potential providers to enter the early education and care market.

What Santa Fe Providers Say

As seen in several themes from provider interviews, physical space and capital funds were repeatedly discussed as one of the largest challenges that early childhood programs face with regards to both ongoing operations and expansion. Real estate market rates in Santa Fe have increased so rapidly that it's hard for programs in this low revenue industry to pay market value rent or to make new purchases. Programs based within religious institutions are often provided space for free or at low cost. While the low overhead supports current

[b] Since this January conversation, NM ECECD did release a request for proposals for a one-time "Child Care Supply Building Grant" which is further described in a separate funding report by this consultant. The opportunity is only open to existing licensed and registered providers. Given the timeframes to open new slots, it does not appear to allow for major renovation and capital expenses, but may include the costs of classroom furniture, materials, and supplies. An inquiry concerning allowable expenses has not yet been answered by the department. New Mexico Pre-K grants also allow for one-time start up funding for materials and supplies for each new classroom funded. These start-up funds cannot be used for renovations or capital expenses.

operations, expansion to an additional site is financially out of reach. Programs suggested contracting with early childhood education and care providers for low-cost spaces, providing loan support, or making capital funds available as potential solutions.

Additionally, much of the building stock in Santa Fe is older. Bringing buildings up to licensure regulations and fire code can be challenging. Both building maintenance and unexpected emergency repairs like roof repairs, plumbing, replacing fire suppression systems, etc. can be large expenses. Many programs noted a desire for a maintenance and emergencies fund that they could access.

While most community-based programs operate at a single site, PMS noted that they have a large early childhood staff spread across many sites. They do not currently have a place they can gather all staff together for training. Space rental options have been limited and expensive.

Licensing Regulations

The New Mexico Administrative Code Section 8.26.2 contains licensing regulations for child care centers and home-based child care providers.[15] Included in the regulations are numerous requirements for the physical space sizes and layouts of licensed centers and homes. While the below requirements noted from the code are not a comprehensive list of licensing regulations, they are intended to give the city a basic understanding of some of the space requirements and capital needs that may arise regarding renovation of existing buildings or construction of new community buildings that could be used for child care. Some of the space requirements that present expenses to home-based providers are also noted. Please see NMAC 8.16.2 for a full list of licensing regulations.

Child Care Centers

NMAC 8.16.2.21
Section A. Access requirements for individuals with disabilities in new centers
Section B. Capacity of centers

- (4)(a) 35 square feet of indoor activity space per child, excluding single-use areas (restrooms, kitchens, hallways, etc)
- (4)(b) 75 square feet of outdoor activity space per child using the area at one time (centers must post and adhere to maximum capacity of playground)

NMAC 8.16.2.24
Section B. Naps or rest period

- (3) Cribs or costs for naps/rest periods must be spaced at least 30 inches apart, or as far apart as possible to enable adults easy access to all children. Each child must have individual bed, cot, or mat labeled for their use only.

Section C. Additional requirements for infants and toddlers

- (1)“Provide a crib for each infant, and when appropriate for a toddler.”

- (3) Must provide cribs and not other equipment not intended for sleep purposes.
- (7) “A center will care for children under age two years in self-contained rooms separate from those used by older children. Children age six weeks to 12 months may be in the same room with children age 13 to 24 months, when they are physically separated from the older children. A center may group toddlers ages 18 to 24 months with children ages 24 through 35 months.”

Section F. Additional requirements for night care:

- (1) “A center that provides night care will have 50 square feet of activity area per child for night care.”
- “(3) The beds and cots provided for children shall be completely furnished with mattress, waterproof mattress protectors, sheets under and over the child, blanket, pillow and pillowcase and will meet all requirements for nap or rest period in accordance with Paragraphs (3) through (10) of Subsection B of 8.16.2.24 NMAC.”

Section J. Outdoor play areas

- (2) Outdoor play areas must be on premises, enclosed with a fence at least four feet high, and have at least one latched gate for emergency exit.
- (3) Must have energy absorbing surfaces beneath climbing structures, swings, and slides – acceptable surfaces detailed in the regulations.

NMAC 8.16.2.29

Section D. Water and waste: “All food preparation areas, sinks, washrooms, laundries, bathrooms and any self-contained area for infants and toddlers in diapers will have hot and cold running water pressure.”

Section F. Exits and windows

- “(1) When an activity area does not have a door directly to the outside, at least one window in each activity area must be able to be opened for emergency egress with a minimum net clear opening of 5.7 square feet. The minimum net clear opening for height dimension must be 24 inches. The minimum net clear opening width dimension must be 20 inches, and the finished sill height must not be more than 44 inches above the floor.”
- “(2) There must be at least two exits remote from each other in each activity area of the center.”
    - (c) “All activity spaces for children under the age of two and a half years shall be on the “level of exit discharge” or ground floor.”
- (4) “Activity areas for children must have windows or skylight area of at least one-twentieth of the floor area”… “Natural lighting received from an adjacent room will not meet the natural lighting requirements.”

Section G. Toilet and bathing facilities

- (1) “A center shall have one sink in any room for infants, toddlers, and combination thereof. Centers licensed after November 30, 2012 shall have one sink and one toilet in any room that has children ages 24 - 35 months, which shall be used exclusively by the children in this room. All sinks referred to in this paragraph shall

have permanent plumbing, hot and cold running water, and shall not be used for food preparation or bottle cleaning."

- (3) "All closets and bathroom locks must have an outside release. A center will enclose all bathrooms. Bathrooms must be accessible and functional. "
- (4) Required ratios for number of toilets to number of children are also given in this section

Licensed Child Care Homes

NMAC 8.16.2.31

Section B. Capacity of a home

- "(5) A home must have 35 square feet of activity and sleeping space per child, excluding bathrooms, kitchens, halls and other built-in fixtures and offsets, with total capacity limited to no more than 12 children. A home must have at least one bathroom with a toilet and sink. For a home licensed for no more than six children, one activity room will be measured. For a home licensed for 12 children, no more than two rooms will be measured. Children shall not be cared for in unlicensed areas of the home."
- "(6) The home will have an outdoor play area, which must be contained by a fence."

NMAC 8.16.34

Section B. Naps or rest periods

- (3) Cribs or costs for naps/rest periods must be spaced at least 30 inches apart, or as far apart as possible to enable adults easy access to all children.

Section C. Additional requirements for infants and toddlers

- (1)"Provide a crib for each infant, and when appropriate for a toddler."
- (3) Must provide cribs and not other equipment not intended for sleep purposes.

Section J. Outdoor play areas

- (2) Outdoor play areas must be on premises, enclosed with a fence at least four feet high, and have at least one latched gate for emergency exit.
- (3) Must have energy absorbing surfaces beneath climbing structures, swings, and slides – acceptable surfaces detailed in the regulations.

NMAC 8.16.2.38

Section E. Exits

- "When an activity area does not have a door directly to the outside, at least one window in each activity area must be useable for an emergency exit. All activity spaces for children under the age of two and a half years shall be on the "level of exit discharge" or ground floor."

Examples from Other Communities

The below examples are not intended to be a comprehensive list, but rather to provide a few examples of how other cities have supported early childhood education and care through the provision of new or renovated facilities under contract with external providers.

Silverthorne and Summit County, CO

The Town of Silverthorne, CO and Summit County are partnering on the construction of a new early childhood education and care facility.[16] The town and county will own both the land and facility and contract a nonprofit or private operator.

Gothenberg, NE

In collaboration with the local school district and health office Gothenberg, NE is constructing a large community facility that will house an early learning center as well as an events center, sports facility and "healthy families center.[17]" The early learning center will consist of 17 classrooms serving over 250 children from infants to age five.[18] The center will be jointly owned by an interlocal agency and the building will be leased to an operator.[19] The two existing early learning centers in the city are at capacity and will combine their operations to provide increased capacity at the center.

Las Vegas, NV

Las Vegas, NV renovated unused spaces in three (soon to be four) city-owned buildings to lease at reduced rates to child care providers.[20] The city maintains responsibility for maintenance of the facilities and the child care providers are required to offer subsidized care to eligible families. The city also has mobile Pre-K units that provide free and low-cost half-day Pre-K programming to children and families in four communities.[21]

Recommendations

1. Continue to engage Santa Fe Public Schools in conversation about opportunities to collaborate to increase early childhood classroom spaces, whether occupied by the district or under contract with external providers. While the classrooms at Ramirez Thomas Elementary School were originally built as early childhood classrooms and so did not require renovation, it is possible that additional spaces in district facilities could be converted to early childhood classrooms.
2. Identify opportunities to renovate existing city buildings for early childhood classrooms and/or to include spaces that could be licensed for early childhood education and care during new construction.
    a. Projects such as the Midtown Campus and pending city purchase of land from the New Mexico Game and Fish Department for the Arroyo de los Chamisos Crossing Project represent opportunities to intentionally incorporate spaces for early childhood education and care.
3. Identify strategies to provide long-term leased spaces to early childhood education programs at reduced costs in exchange for services.

4. Consider mechanisms to financially support capital costs for early childhood providers such as a revolving loan fund, capital grants for renovations or maintenance, and/or an emergency repairs fund.
5. Make city-owned meeting spaces available to early childhood programs for free or for a reduced fee to conduct staff training and events.

Cities Operating Child Care Programs

Recognizing early childhood education and care as a basic public service, some cities operate early childhood education and care programs directly. There are two potential paths for the City of Santa Fe to consider regarding operating early care programs: (1) As a public service open to the community; or (2) as an employer providing care to the children of employees.

Examples of Cities Providing Early Childhood Education and Care to the Community

While several large cities like New York City and San Antonio directly operate Pre-K programs, below are a few examples from smaller communities serving ages 0-5. This is not intended to be a comprehensive list, but rather to provide a few examples of smaller community models.

Albuquerque, NM

The City of Albuquerque has operated early childhood programs for over 20 years. The city currently operates approximately 50 classrooms serving 800 children per day across 24 locations. Many of the classrooms are in city-owned community centers, senior centers and other city buildings, with others on school campuses. Co-locating early childhood classrooms with other public services can make care more accessible and convenient and lends itself to multi-generation models for family support. The program is funded with a combination of Head Start/Early Head Start, NM Pre-K/Early Pre-K and city funding. The majority of the sites are National Association for the Education of Young Children (NAEYC)-accredited, which the state recognizes as the equivalent of a 5-star quality rating. As city staff, the early childhood educators and administrators in these early care centers are paid higher salaries than many in the industry, are entitled to benefits, and are union eligible.

Deerfield Beach, FL

Deerfield Beach, FL operates the NE Focal Point Intergenerational Child Care Center at three adult senior care program sites.[22] The program is funded primarily through tuition fees and the staff are city employees with full salaries and benefits.

Jackson, MS

The City of Jackson Early Childhood Development Program offers early childhood education and care to children ages 8 weeks to 5 years from 7:30 am to 5:30 pm daily at two centers.[23]

Wood River, NE

Wood River Nebraska purchased a vacant nursing home and used federal grants to renovate it to create Stick Creek Kids Child Development Center.[24] The 5,400 square foot center offers early childhood care and after care for the school district's half-day preschool program. They also coordinated with the school district to make the center a

pick-up/drop-off point for K-12 students taking the bus, whose parents need to go to work before bus pick-up times.

Considerations for the City to Provide Care to Employees' Children

The city could also operate child care specifically for the children of city employees, either by directly operating an early learning center or under contract with an external provider. This could help meet the needs of the city's current staff and serve as a strong recruitment tool for future employees. The city should consider an extended hours of care model to ensure that employees that work hours outside of the traditional 8 am – 5 pm, such as public works, recreation, and emergency services staff, are also included.

Funding

Whether the city were to operate care for employees only or for the broader community (or a combination of the two with a percentage of slots reserved for city employees), the city could utilize existing early childhood education and care funding. The city could accept child care assistance, apply for NM Pre-K/Early Pre-K grants and other state funding, and accept private tuition. The city could also assess the potential to become a second Head Start/Early Head Start provider in Santa Fe, with the intention to supplement and not supplant the existing provider, similar to the City of Albuquerque. See the companion report concerning current and potential funding mechanisms for more details about funding.

Recommendations

1. Assess the city's readiness to directly operate early childhood education and care programs.
2. Survey the city's staff to determine the need and demand for an early learning center for city employees. Examples of questions to consider include:
    a. Number of employees with children ages 0-5 and/or planning to have children within next five years.
    b. For employees with young children, if they feel their current child care arrangements are stable and are fully meeting their needs.
    c. If childcare challenges caused them or someone in their family to reduce paid work, leave work, turn down advancement.
    d. Do they know about the child care assistance subsidy program?
    e. Would they be interested in a child care program for city employees?
        i. Days and hours would need care
        ii. Preferred geographic location of care
3. Consider contracting existing early childhood education and care providers to provide care for city staff and/or the broader community in city-owned buildings.

Employer Supported Child Care

According to one 2020 report, U.S. businesses lose a cumulative $13 billion/year due to employees' problems with child care.[25] On the other hand, "when companies offer child care assistance, employee absences decrease by up to 30 percent and turnover declines by as much as 60 percent." In April of this year, NM ECECD published an employer toolkit that educates employers about four approaches to providing child care for children of employees: (1) license-exempt onsite child care facility; (2) licensed child care facility; (3) microcenter (onsite affiliate under contract with a local licensed center); and (4) contracting slots (offsite contract with an existing provider).[26] While the first three options have the potential to increase the overall child care supply in the community, the fourth option relies on existing capacity. As child care shortages continue to impact the availability of workers in Santa Fe, encouraging employer-supported child care may be an additional piece of the puzzle.

State and Federal Employer Tax Credits

For profit employers who provide one or more of several forms of assistance with child care can access federal and state tax credits.

Federal Tax Credit

The "Employer-Provided Child Care Credit" is found under Internal Revenue Code Section 45F.[27] It allows employers a 25% tax credit for "qualified childcare facility expenditures" which can include:

- Costs to "acquire, construct, rehabilitate, or expand property" used to provide child care for employees;
- Costs to operate child care facilities for employees, including training and corresponding increased compensation for childcare professionals; and
- To provide child care services to employees through a contracted "qualified childcare facility,"[28] which the Bipartisan Policy Center notes can include home-based providers.[29]

This credit also allows employers a 10% credit for "qualified childcare resource and referral expenditures," for expenses to provide, under contract, child care resource and referral services to employees.[30] The total combined credit for facility and resource and referral expenditures cannot exceed $150,000/year per corporation. The credit is in addition to any business expense deductions made for the cost of providing child care, with the deductions reduced by the amount claimed through the credit.[31] The GAO report discussed below demonstrates how using the credit and deductions in combination saves employers more than deductions alone. If the credit exceeds the employers' federal tax liability for that year, it can be carried back one year or forward up to 20 years.

The federal tax credit is not heavily utilized, and Congress directed the GAO to conduct a study on the credit, which was released in February 2022.[32] The GAO study analyzed IRS

tax form data and engaged a variety of stakeholders, including business owners, to learn about potential challenges to employer-provided care, and recommendations regarding the tax credit. One theme that arose is that many employers are unaware of the tax credit or are unsure what expenses are eligible under the credit; for example, many don't realize that it can be used for contracted child care as well as onsite care directly provided by the employer. Others noted that the capital costs of setting up an onsite child care space and the complexity of operating care, including learning all the state licensing laws may be a deterrent, and that it's only feasible if enough employees use it. For some employees, care settings closer to their homes may be preferable to care provided at their worksite. Finally, some stakeholders felt the credit might not be large enough to sufficiently incentivize employer-provided care, especially with regard to the capital costs to start a new facility, and that some corporations may not have a large enough federal tax liability to find it relevant. The report also noted that currently the federal statute does not allow "multiple employers that jointly acquire, construct or operate a qualified child care facility" to each claim their portion of the credit, a change that is recommended.

Many of the recommendations suggested by stakeholders in the GAO report pertained to the design of the credit, such as expanding the size and eligible expenses, and opening it to nonprofits by making it refundable or an offset for FICA. While currently the tax credit only impact for-profit businesses, a refundable credit or FICA offset would expand this benefit to non-profit and governmental employers. Due to low levels of awareness of the credit among employers, employer education was also recommended. Based on the GAO report recommendations, changes may be made to the tax credit in the future.

New Mexico Tax Credit

New Mexico statute also allows employers who pay for an employee's child care expenses during working hours or directly provide child care to claim a 30% tax credit.[33] The total annual tax credit is limited to $30,000, and if the credit exceeds the corporate income tax liability, it can be carried forward for up to 3 years as long as the credit does not exceed $30,000 in any year. Multiple taxpayers who jointly operate or share expenses for employee child care can claim the credit for their share of expenses.

Examples of Employer-Based Child Care Initiatives

In recognition of the role that employers can provide in child care, NM ECECD's recently announced "Child Care Supply Building Grant" program is open to applications from both current child care providers and employers that will create or expand child care for employees.[34] Currently the program is framed as a one-time grant program using ARPA funding, but the city should watch for similar opportunities in the future.

Santa Fe Public School's Early Childhood Center at Ramirez Thomas Elementary School, described in the "Updated Licensure Data" section of this report is an example of employer-provided child care. There is sometimes a misconception that only extremely large employers or for-profit businesses can provide employee child care. However,

Southwest Creations Collaborative in Albuquerque is a social enterprise industrial cut and sew factory with under 50 employees[35] that is providing child care to employees for $0.25/hour[36], making child care essentially free.

In 2021, the Colorado General Assembly passed legislation creating an "Employer-Based Child Care Facility Grant Program.[37]" The state Department of Human Services contracted an organization called Executives Partnering to Invest in Children (EPIC) to lead a design lab for employers, individually or in partnership with community organizations, to plan new onsite or near site child care programs for employees. Participants in the design lab created a business plan and financial model which will prepare them to apply for state grants up to $800,000 to support new employee child care programs. The state grants have a 25% cost match for nonprofit and government employers and 50% cost match for for-profit employers. Participants in the first design lab included cities, school districts, a ski resort, a community hospital, a food hall, a senior living facility, and a food production company.[38]

Dependent Care Assistance Plan

A dependent care assistance plan (DCAP) is a type of flexible spending account that employers can provide as an employee benefit.[39] It is capped at $5,000/year of tax free contributions, which can be made by both an employee and employer. While generally a DCAP and other tax benefits support child care support affordability, but not the supply of available care, it appears that DCAPs can also be used to pay for babysitting and other unregistered/unlicensed care such as by a family member or friend.[40, 41] Given the shortage of supply and some families' preference for family members/friends to provide care, this benefit could also be valuable to help reduce the costs of such care.

Recommendations

1. Educate local businesses about the federal and state tax credits for employer-provided child care and the ECECD Child Care Supply Building Grant program.
2. Consider offering grants to support business plan development for employers interested in providing child care to employees. If the state offers additional "supply building" grants, which do not cover business plan development, this will help employers prepare to access state funds.
3. Request the Santa Fe Chamber of Commerce and Growing Up New Mexico share the results from an employer survey about child care that they conducted in April.
4. Advocate for changes to the federal tax credit for employer-provided child care to provide a tax benefit for nonprofit and governmental employers.
5. Consider engaging employers in fields like hospitality to explore opportunities to jointly offer child care to employees, directly or under contract. The city or an existing industry association might be able to offer backbone support to initiate these conversations.

Shared Services Models for Child Care

Most early childhood education and care programs, whether home-based or center-based tend to be relatively small. In home-based programs and some center-based programs, educators are also assuming responsibility for administrative functions, or a single director is responsible for supervising staff and staff development, financial management, recruitment, FOCUS quality rating criteria, and other operations. This can leave educators and administrators stretched thin and exacerbate burnout and staff turnover.

Shared services alliances or hubs are an external organization or program that holds responsibility for certain administrative functions for multiple early childhood programs. Individual programs become members, and generally pay a fee, in order to receive these services.[42] In addition to member fees, shared services organizations are often also supported by philanthropic and government funds. This allows programs to achieve efficiencies of scale for financial functions while maintaining their unique organizational cultures and small, community-responsive program structures. Examples of functions that shared services organizations can support include cost savings such as bulk or joint purchasing; personnel supports including coaching, professional development, and a substitute teacher pool; and administrative services ranging from child recruitment and enrollment to billing, human resources, funding applications, and support with licensing and quality rating applications and processes.

There is evidence that home-based providers that are members of staffed shared services organizations even have higher quality ratings than those who are not[43, 44], likely both as a result of the services received and because outsourcing some administrative tasks leaves providers more time to focus on program delivery. Shared services organizations can benefit centers as well. For example, Chambliss Center for Children in Chattanooga, Tennessee conducts all the financial and administrative operations for six local child care centers under contract.[45]

What Santa Fe Providers Say

Programs were asked about their interest in shared services. Some programs that are part of very large organizations were not interested in shared services because they have a lot of their own internal infrastructure, but many programs, especially smaller programs and schools did express interest. Access to a health insurance pool, support offering retirement plans, and other employee benefits were the top mentioned shared services interests. Some programs are interested in a shared services organization supporting recruitment and waitlist maintenance, while others would prefer to hold these relationships directly.

In smaller programs in which teachers are sharing administrative tasks or the director/administrator is also in the classroom, there is a lot of interest in other administrative supports and help accessing funding. Other potential areas of interest for shared services include:

- Support accessing behavioral health and early intervention services
- A substitute teacher pool
- Support getting new teachers through the ECECD background checks quickly/efficiently
- Educating the community about the developmental values of early childhood education and the programs available in Santa Fe
- Grant writing
- Business/financial management coaching
- COVID-19 response support (while this need may not be long-term, for over two years directors have been taking on the role of contact tracers for their programs when they have a positive COVID-19 case).

Growing Up New Mexico noted that they are currently working to develop a shared services model for home-based providers. While this work does not currently include centers, there is the potential to expand that model to include centers in the future.

Elevate New Mexico

NM ECECD has contracted with Wonderschool to create an online platform called Elevate New Mexico.[46] The platform provides some additional administrative capacity through provision of a mobile app for attendance tracking and parent messaging, automated billing and other online features. It is available to unregistered providers, registered and licensed home-based providers, newly licensed programs, and centers with under 50 children. It is not available to larger centers and does not appear to fulfill a full range of shared services needs.

Recommendations

1. Conduct or financially support a shared services model planning process that includes both home-based providers and centers.
2. Support implementation of a shared services model for both home-based and center-based providers through direct coordination and/or funding.

Acknowledgements

City Staff

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- Bernadette Salazar, Human Resources Director
- Terry Lease, Asset Development Manager
- Geronimo Griego, Fire Marshal, Santa Fe Fire Department
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- Bobby Padilla, Inspections Division Director

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Funding Santa Fe Early Childhood Education and Care:

A review of New Mexico Early Childhood Education and Care Funding and Municipal Early Childhood Funds Across the U.S.

Prepared for the City of Santa Fe by
RACHEL KUTCHER,
RLK CONSULTING, LLC

Phase 2:
SUPPORTING SANTA FE EARLY CHILDHOOD EDUCATION AND CARE

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Introduction

The City of Santa Fe has contracted with RLK Consulting to conduct a landscape analysis of early childhood education and care for children ages 0-5 in Santa Fe, and to research and suggest potential strategies for sustaining and increasing availability of, and access to, care within the City. While early childhood encompasses a broader set of programs and services to support early growth and development, such as home visiting and early intervention, this analysis focuses specifically on education and care. Additionally, while early childhood is often framed as prenatal/zero to age eight and community child care providers may provide child care for children through age 12, the focus of this analysis is specifically on ages 0-5 years, or the time period before a child enters kindergarten.

City of Santa Fe requested that RLK Consulting provide an overview of current funding sources for early childhood education and care as well as examples of municipal funding mechanisms for early childhood in communities across the country. This report provides an overview of federal/state, philanthropic and existing city funding pertaining to early childhood education and care as well as information about the establishment of children's funds and early childhood funds nationally, using a variety of revenue streams.

In February 2022, RLK Consulting provided a report to the City of Santa Fe detailing the impact of the pandemic on early childhood education and care, the economic impact of the child care industry and shortages of child care, local and statewide data from childcare providers and families, local and state workforce development initiatives, and recommendations for potential uses of American Rescue Plan Act (ARPA) funds to support early childhood education and care. While a few items from the prior report have been repeated in order to provide complete information or where updated information is available, for the most part this report builds on and does not repeat the prior report.

RLK Consulting will also be submitting a third report to the City of Santa Fe which details issues raised by local child care providers through stakeholder interviews, information about employer-provided child care, child care center licensing, and additional early childhood education and care information. This third report names top funding needs identified by the early childhood education and care field in Santa Fe, and therefore serves as a complement to this report concerning current and potential funding mechanisms. It is recommended that the reader consult all three reports for a full analysis of early childhood education and care in Santa Fe.

State and Federal Funding for Early Childhood

Ongoing Child Care Funding

Child Care Assistance

Child care assistance is an income-based financial support program to subsidize the cost of child care for children up to age 12 (and older children with disabilities), including early childhood education and care. It is largely funded through the federal Child Care and Development Block Grant (CCDBG). Beginning September 2020, New Mexico Early Childhood Education and Care Department (NM ECECD) began waiving Child Care Assistance copays for families with incomes up to 200% of the federal poverty level (FPL) and is covering the co-pay cost in their reimbursements to providers.[1] Prior to August 1, 2021, families with incomes up to 200% FPL were eligible for child care assistance, with a phase out at 250% FPL. As of August 1, 2021, families with incomes up to 350% FPL are eligible, with a phase out at 400% FPL.[2] While the co-pay waiver was set to expire in July 2022, NM ECECD recently announced that as of May 1, 2022 the state is waiving copays for all child care assistance enrolled families (with incomes up to 400% FPL) through June 2023.[3] The state has been using American Rescue Plan funds to pay for these expansions, so it is not yet clear if the eligibility expansion and co-pay waivers will be permanent.

Child care providers are not required to accept child care assistance contracts and some choose not to, which can make it harder for lower-income families to access care. Child care assistance eligibility is based on a child's rather than parent's immigration status/possession of a social security number, so while it is accessible to many mixed status families there are likely still some immigrant children in Santa Fe who are income-eligible but are excluded due to immigration status.

Child care assistance payments are made directly to the child care provider(s) named in a family's child care assistance contract. The reimbursement rates are based on the number of hours of care, the type of care setting (licensed center, licensed group home, licensed family home or registered home) and the quality rating of the provider based on the state's 2-5 star FOCUS quality rating system. As of July 1, 2021, the state increased provider reimbursement rates.[4] Staffing costs are a substantial portion of the "true cost" of care and according to the NM ECECD Four-Year Finance Plan, the new rates were set using a minimum wage of $12.10/hour for lower wage staff and $13.19/hour for lead teachers and home providers in FY2023.[5] The former is substantially lower than the City of Santa Fe's 2022 minimum wage of $12.95/hour,[6] and therefore is inadequate for City of Santa Fe child care providers. The plan does include cost estimates to enable rate increases for the next four years in order to raise salaries incrementally, but also notes substantial state budget allocation increases needed to fund these rates in subsequent years. Current provider reimbursement rates can be found in the July 2021 NMAC emergency amendment: https://www.nmececd.org/wp-content/uploads/2021/07/8.15.2-emerg-amendment-7-1.pdf

NM Pre-K

New Mexico Pre-K is a competitive grant program to fund free (to families) Pre-K and Early Pre-K services for 3- and 4-year olds. Local education agencies and state charter schools (Pre-K/4-year olds only), licensed child care centers, Tribal early education programs, Tribal and non-Tribal Head Start programs, and Bureau of Indian Education schools are eligible to apply and grants are made for a specified number of slots.[7] Head Start programs may only apply to add additional slots beyond those funded by federal Head Start funding.[8] For FY23, the annual per child (slot) rate of funding for "full-day*" hours is[9]:

Pre-K (4-year olds)	Early Pre-K (3-year olds)	Mixed Pre-K (3- and 4-year olds)
$7,000	$8,750	$8,750

First time applicants and applicants applying to expand their programs are also eligible to apply for one-time transportation and start-up and safety funds, which can be used for things like fuel and vehicle maintenance, furniture, and IT equipment, but cannot be used for renovation or capital expenses. Start up funds are limited to a maximum of $15,000 per classroom.[10] NM Pre-K grants are 4-year contracts. In FY22 four Santa Fe community-based programs had NM Pre-K grants in addition to the public school Pre-K funding. While ECECD was scheduled to announce new NM Pre-K grantees this spring, the department did not respond to requests for a list of new grantees.

*Full-day hours in this case means at least 900 instructional hours and 90 hours of family engagement annually. It is not necessarily equivalent to a parent's full-time work hours. Additionally, these funds only cover the school-year and exclude summer months.

Summer JumpStart Program

Existing NM Pre-K-funded programs also have the option to apply for Summer JumpStart funding to support summer transition programming for existing Pre-K students who are entering kindergarten.[11] JumpStart grants are either funded at a rate of $600/child for a 64-hour program or $1,200/child for a 128-hour program. Programs are expected to provide activities focused on math, science, literacy, and supports for dual-language learners, as well as social and emotional development.

Head Start/Early Head Start

Head Start and Early Head Start are federally funded programs to provide free early childhood education to children in low-income families. Head Start serves children ages three and four years old, while Early Head Start serves children six weeks to three years old. Families with incomes below 100% of the federal poverty level (FPL), children in foster care, and families experiencing homelessness are eligible.[12] If there is remaining space, Head Start and Early Head Start programs can serve families with incomes up to 130% FPL. Recently the Office of Head Start also provided guidance that any family enrolled in the Supplemental Nutrition Assistance Program (SNAP)

(generally with incomes up to 130% FPL) is also automatically eligible for Head Start/Early Head Start.[13] Because they have similar income criteria, the federal Office of Head Start does not expect this new guidance to substantially increase the number of families with incomes above 100% FPL enrolled in Head Start/Early Head Start.

Head Start and Early Head Start programs are funded through a federal grant program by geographic service area. Except where a waiver has been granted, all programs have a 20% non-federal cost match requirement which can be met through cash or in-kind donation of goods or services.[14] Presbyterian Medical Services (PMS) is currently the only Head Start/Early Head Start grantee in Santa Fe County.

FOCUS Planning Time Grant

NM ECECD uses a star-level rating system called FOCUS to rank the quality of child care providers. Most providers are ranked between two and five stars. Participation is voluntary and increasing a program's star level requires lower child to educator ratios and numerous additional activities and documentation, so not all programs opt to document activities to increase their star rating. However, the "star level" of a child care provider impacts their child care assistance reimbursement rates.

FOCUS requires "that educators must have at least two hours of weekly planning time to review child assessment information and for curriculum planning.[15]" For programs that have achieved a 3-star or higher rating, NM ECECD offers "Focus Planning Time Grants." These reimbursement-based grants allow a program to request $15/hour for the wages, taxes, and benefits for up to two "floaters" to relieve lead and assistant teachers in each classroom for up to two hours per week. While the program is non-competitive, one local child care provider indicated that they were on a waitlist for a year before receiving the funding and as of May 2022 all grant funds had already been encumbered for FY22.[16]

Federal COVID-19 Relief and Recovery Funding

As has already been detailed in a February 2022 report by this consultant, the child care industry has been severely impacted by the COVID-19 pandemic. Federal relief and recovery funding packages to states included funds specifically designated to support the child care industry. New Mexico ECECD has utilized these funds in several ways, including:

- $2,500 "Health and Safety" mini grants offered first come, first serve (by application) for NM licensed child care programs to help offset the extra sanitation or other costs resulting from the public health emergency.[17]
- July 2020 – Approximately $12 million of CARES Act funds used to make the first round of "Child Care Stabilization" grants to licensed centers and licensed home providers (registered homes were excluded).[18] Grant sizes were determined by a formula and ranged from $2,000 - $34,000.

- October 2021 – Used $157 million of ARPA funds to make 2nd round of "Child Care Stabilization" grants to 1,004 child care providers statewide who were open or temporarily closed as of March 2021 and applied for the funding.[19] Grant sizes were determined by a formula and distributed to "526 licensed centers, 102 large family child care homes, 71 family child care homes, and 305 registered homes" in 30 counties.
- April 2022 – ECECD announced a "Child Care Supply Building Grant" application which opened June 10, 2022.[20] One time grants to expand the number of licensed child care slots will be awarded on a rolling basis through December 2022. The opportunity is only open to existing registered or licensed NM child care providers or employers that will create or expand child care for employees. Providers must agree to operate for at least 10 years and commit to complying with FOCUS 5-star group sizes and ratios. While inquiries regarding allowable use of funds have not been answered, because applicants must demonstrate their ability to open the proposed licensed care within 6 months, it appears unlikely that substantial capital/construction or renovations costs are allowable. The short timeframe for start up seems most amenable to employers already offering/planning to offer employee care and programs already planning to expand. The state expects this grant to help create up to 800 additional slots statewide.[21]
- As noted in the previous section, ARPA funding has also been used to support child care assistance eligibility and co-pay waivers.

Workforce Support Funding

(Note that much of the information in this section also appeared in the Phase 1 report in February 2022).

NM ECECD uses four primary mechanisms to support the early childhood workforce:

1. ECECD Scholarships
2. Wage Supplements
3. Pre-K Wage Parity Program
4. Bilingual Incentive Payment

NM ECECD Scholarships

NM ECECD currently administers a scholarship program for working early childhood educators. However, the recent expansion of the New Mexico Opportunity Scholarship has created some redundancy. Language in a recent press release concerning new stipends for early childhood education students suggested that the scholarship program may transition into a new stipend program.[22] The current scholarship program is described in the below table.

NM ECECD Scholarship[23]		
Eligibility Criteria: ▪ Have a high school diploma or equivalent ▪ Enrolled in a NM institution of higher education (IHE) and pursuing certificate or degree in early childhood education ▪ Working at least 20 hours/week in a "qualifying early childhood program" in NM ▪ Continue to work in an early childhood program for duration of scholarship, plus one year ▪ Complete minimum of 6 credit hours per contract year ▪ Maintain C or better in all courses ▪ If dropping a course, must do so before institution's drop deadline (otherwise student pays tuition and fees)		
Certificate or associates degree	**Bachelor's degree**	**Master's Degree**
• 100% tuition and fees • 100% textbooks for approved courses • Reimburses 100% of PRAXIS test costs upon verification of passed exam score	• 100% tuition and fees • 50% textbooks for approved courses • Reimburses 100% of PRAXIS test costs upon verification of passed exam score	• 80% tuition and fees • Reimburses 100% of PRAXIS test costs upon verification of passed exam score

Higher Education Funding for Bilingual and Multicultural Education

In 2021 NM ECECD and the New Mexico Higher Education Department announced $7 million in state funding to be dispersed across New Mexico higher education institutions for the purpose of of "train[ing], recruit[ing], and support[ing] early childhood educators from diverse ethnic and linguistic backgrounds.[24]" In subsequent conversations, NM ECECD staff said these funds would be used for higher education endowments. Additional information about the distribution of these funds could not be located.

New stipends for early childhood education students

NM ECECD recently announced a pilot program to provide flexible stipends up to $2,000 (depending on number of enrolled credit hours) to early childhood education students in NM institutions of higher education.[25] These stipends will be routed through grants to institutions of higher education. While this initial pilot appears to be grant funded, a press release suggests that the current scholarship program may be transitioned into this stipend program.[26]

Pre-K Parity

The Wage Supplement, Pre-K Wage Parity, and Bilingual Incentive Payment programs are detailed in the table on the next page. Some additional background is helpful to understand the Pre-K Wage Parity Program: NM relies on a mixed delivery system for Pre-K, meaning that the state funds both public school Pre-K programs and makes competitive grants to community-based early childhood programs for Pre-K classrooms. Public Pre-K programs generally are able to pay teachers a higher salary than the community-based, state-funded pre-K programs, which leads qualified teachers to leave community-based programs for jobs with the public schools. The new Pre-K Parity Program, launched September 2021, is intended to provide wage parity for Pre-K teachers with at least a bachelor's degree, working in a community-based, NM Pre-K funded classroom so that they are not incentivized to leave private settings for public programs. This program, while a positive step, is fairly limited in its scope, relative to the broader early childhood education workforce– it is only open to Pre-K teachers in *NM grant-funded* community-based Pre-K programs. In FY22 only four community-based programs in Santa Fe had NM Pre-K grants and is it not known how many of the teachers in these classrooms have bachelor's degrees or higher degrees in early childhood education.

Note that the index salaries in the table on the following page are based on the information currently provided on the NM ECECD's Pre-K parity webpage but may not reflect recent salary increases for public school teachers approved by the NM state legislature.

Wage Supplements and Incentives			
	Wage Supplement Program[27]	Pre-K Parity Program[28]	Bilingual Incentive Payment[29]
What is it?	Education level-based, 10-tiered flat rate wage supplement for EC educators earning less than $16/hour	Three-tiered wage supplement to bring community-based Pre-K teachers with a bachelor's degree or higher to a comparable salary as their public school peers	A one-time incentive for EC teachers with a bilingual credential
Eligibility	▪ Work at least 20 hours/week in NM registered or licensed EC setting ▪ Earn less than $16/hour ▪ Work with children birth to age 5 ▪ Work with the same employer for six months ▪ There are ten tiers based on number of credits earned toward an early childhood education certificate or degree. Tier one requires educator to have or be enrolled in five credits; tier 10 is a bachelor's or master's degree in early childhood education	▪ Teach in an *NM-funded* community-based Pre-K classroom ▪ Three tiers of payment based on education level (bachelor's or master's/doctorate) and years of experience in an ECE setting. Full-time and part-time index salaries set for each of five geographic regions.	▪ Work in qualified New Mexico EC setting ▪ Show one of the following for documentation: • Passed PRAXIS-TESOL OR • Passed La Prueba OR • Bilingual seal on High School Diploma OR • Tribal/Pueblo/Nation Certification for indigenous languages OR • Other document showing proficiency
Frequency	One payment at end of each 6 month certification period, can apply to start at any time	10 monthly payments, September - June	One time payment
Payment amount	For part-time educators (20-31 hrs), range is: ▪ $125/6 months at tier 1, ▪ $550/6 months at tier 5, ▪ $1,750/6 months at tier 10. For full-time educators (32+ hrs), range is: ▪ $260/6 months at tier 1 ▪ $1,248/6 months at tier 5 ▪ $2,548/6 months at tier 10.	Pays difference between their existing salary and index salary for their tier.[30] Full-time index salaries: ▪ BS + 0-3 yrs exp: $41,000 ▪ BS + 3+ yrs exp: $50,521 ▪ MS/Doc+ 5 yrs exp: $60,727	$1,500
Other requirements	▪ Must certify employment monthly ▪ For the first four tiers, there are time limits for how long one can receive the supplement before moving to the next education tier.	Must certify employment monthly	None

Pandemic-Specific Workforce Support Funding

New Mexico has issued two rounds of direct payments to child care professionals during the pandemic. For these payments, child care professionals included educators as well as administrators, and other support staff such as cooks or bus drivers in registered or licensed child care settings.

April – June 2020: Three monthly payments of $700/month for full-time professionals and $350/month for part-time professionals working in programs that remained open during that timeframe (some programs had temporarily closed early in the pandemic).[31] Child care professionals were required to apply and certify their employment and work schedule monthly. Individuals with a social security number or individual taxpayer identification number (ITIN) were able to apply.

November 2021: NM ECECD announced a new round of one-time $1,500 incentive payments for all child care professionals, including educators as well as administrative and support staff.[32] The application closed December 1, 2021.

Land Grant Permanent Fund Amendment

During the 2021 legislative session, the NM State legislature passed House Joint Resolution 1, proposing to amend the state constitution to permit additional distributions from the "land grant permanent fund" to support early childhood and K-12 education.[33] Of the 1.25% (of a five-year average balance) additional distribution, 40% would go to K-12 education and 60% to early childhood education. The annual distribution for early childhood education is expected to be approximately $127 million/year.[34] The constitutional amendment will go before voters for approval in November 2022 and the distribution must subsequently be approved by Congress. This funding will need to be appropriated by the state legislature. While a specific set of uses have not yet been enumerated, it is likely it will be used to support and expand existing ECECD programs. In order to reach full saturation of all early childhood services (including child care, Pre-K, early intervention, home visiting, etc) at high levels of quality and improved reimbursement rates, the ECECD four-year finance plan identifies a gap between anticipated expenses and revenues of $297 million by FY 2024 and $505 million by FY 2026.[35]

Current City of Santa Fe Funding for Early Childhood Education and Care

The City of Santa Fe currently provides a limited amount of financial support and physical space to early childhood education and care through two primary mechanisms: Children and Youth Commission grants and leased buildings. Additional funding has been provided through one-time CARES Act and ARPA funding.

Children and Youth Commission Funding

For the FY21-FY23 grant period, the Children and Youth Commission (CYC) made one grant with a specific focus on early childhood education and care to SFCC Kids Campus for $70,000/year to support their Pre-K program during the summer months.[36]

Additionally, the CYC awarded New Vistas a grant for $20,000/year to support their early intervention program, which provides home- and community-based services to families with children ages zero to three who are at risk for developmental delays.

Finally, the CYC made grants focused on navigation services for parents, which may include but are not limited to navigation of early childhood education and care or other early childhood services, to the following five organizations:

Fathers New Mexico ($30,000/year)
Growing Up New Mexico ($80,000/year)
Santa Fe Recovery Center ($40,000/year)
SFPS Adelante Program ($74,000/year)
SFPS Teen Parent Center ($96,328/year)

Leased Property

The City of Santa Fe currently leases one building at 1121 Alto St. to Presbyterian Medical Services (PMS) to house the La Comunidad de los Niños Head Start/Early Head Start site.[37] The city has also been covering the cost of utilities for the building, at approximately $30,000/year. A new lease will be executed in the new fiscal year in which responsibility for the cost of utilities will be shifted to the lessee.

CARES Act

Under one-time CARES Act funding, the City of Santa Fe funded vouchers for child care for income eligible parents whose child care arrangements were impacted by the COVID-19 pandemic and needed child care in order to work. These vouchers, administered by 13

early childhood education and school-age child care programs, totaled just over $180,000.[38]

American Rescue Plan Act (ARPA)

The city has allocated $900,000 of one-time funding from ARPA to support early childhood teacher education and job training at Santa Fe Community College over the next 2-3 years.

Philanthropic Funding

Philanthropic funding makes up a relatively small proportion of early childhood education and care funding statewide and in Santa Fe. While there isn't easily available data on donations by individuals to early childhood programs, most of the foundations that currently or have recently funded early childhood programs in New Mexico are members of the New Mexico Early Childhood Funders Group (NMECFG). The NMECFG members are listed below, with additional information about their funding priorities and geographic scope, as provided by each individual foundation. Some of the foundations have restricted geographic funding areas that do not include Santa Fe.

Foundation	Overview/Early Childhood Funding Priorities	Grants in Early Childhood Education and Care	Grants in Early Childhood Educator Development	Other Early Childhood Grants	Funding period timeframe
Brindle Foundation	Grants for providers of direct services that benefit babies and toddlers prenatal to age three and their families or local collaborations focused on the delivery of early childhood services. Support a broad range of approaches such as home visitation, prenatal support, maternal/infant healthcare, parent education, early childhood development, etc. Also provide statewide grants for programs strengthening early childhood systems in NM.	Three grants totaling $68,000 with a specific early childhood education and care focus in Santa Fe County	One grant for $12,000	21 grants totaling $522,500. This includes a broad array of early childhood activities including grants to organizations that provide support services to young parents, museums and other organizations that organize community activities and events focused on young children, and shelters serving families with young children. Some grants are for a multi-county focus that includes Santa Fe.	Most grants are for one year funding periods. Are considering more multi-year grantmaking.
Conrad N. Hilton Foundation	Conrad N. Hilton Foundation expects to support multi-generation approaches for children prenatal to age 3 and their caregivers. They only recently launched their New Mexico portfolio and are not yet able to share information about number or location of grants, average size of grants, or length of funding periods.				

Foundation	Overview/Early Childhood Funding Priorities	Grants in Early Childhood Education and Care	Grants in Early Childhood Educator Development	Other Early Childhood Grants	Funding period timeframe
Daniels Fund	Daniels Fund is currently evaluating how changes in state funding are impacting early childhood programs and is also engaging in new funding strategies in New Mexico. Staff noted that Daniels Fund should not be considered a strong prospect for funding additional early childhood education and care work at this time.	One grant of $125,000/year	None	Two statewide grants for home visiting that include Santa Fe within a large multi-county/ statewide service area. One grant for a birth to college program that includes some early childhood funding activities	Most grants are multi-year
J.F. Maddox Foundation	JF Maddox Foundation funds early childhood work in Lea County only. The Foundation also occasionally participates in pooled grants with other funders for statewide work that impacts Lea County.				
LANL Foundation Grants listed are **duplicated** between categories and represent 7 grantees total, each receiving a grant of $5,000 ($35,000 in total grants)	The majority of LANL Foundation's grantmaking comes from restricted endowment funding with a focus on K-12 public education. Early childhood represents a smaller portion of grantmaking. A majority of their recent grantmaking in early childhood either comes from limited unrestricted funds set aside each year or outside funding LANL Foundation receives and sub-grants out as part of strategic programs and partnerships.	In most recent cycle, five grantees stated they work with ages 0-5 in Santa Fe County. Two grantees stated their primary county served was Santa Fe County. These grants include all activities serving ages 0-5 and are not limited to early education and care.	In most recent grant cycle, six grantees stated they support EC education/care workforce development in Santa Fe County. Two of these grantees stated their primary county of service was Santa Fe County.	One grantee reported providing mental health support services for Pre-K students and their families.	Most competitive grants 1-year term. Current outreach grants are 18 months In K-12 grants, have one cycle of larger 2-year grants. Exploring more multi-year grants making.

Foundation	Overview/Early Childhood Funding Priorities	Grants in Early Childhood Education and Care	Grants in Early Childhood Educator Development	Other Early Childhood Grants	Funding period timeframe
RT Keeler Foundation	Concentrates, but not exclusively, on funding early childhood programs, taking into account the wellbeing of the child's entire family.	None in current cycle; Prior grants usually one-year and $10,000-$25,000 in this area	None in current cycle	Grant to home visiting program state office for curriculum development and training	One- to three-year grants
Santa Fe Community Foundation	Early childhood grantmaking occurs across several programs, endowments, and donor-driven funds.	Approximately $80,000 across all categories of early childhood programs			Mostly one-year grants
Special Relativity Fund	Donor-advised fund with an interest in early childhood programs, systems, and infrastructure	Four grants totaling $100,000	None currently	None currently	Mostly one year; sometimes three-year grants
Thornburg Foundation	Currently phasing out their early childhood funding portfolio In total they are granting ~$275,000 from their early childhood program in Santa Fe County this year	None in current cycle	$97,000 for home visiting program state office and development of teacher apprenticeship program	$150,000 for early childhood advocacy	Most grants are for one year funding periods
W.K. Kellogg Foundation	Early childhood and education systems from ages 0 to 8 are a funding priority. Local programs are funded in Bernalillo, Doña Ana, McKinley and San Juan Counties and Tribal communities statewide. While WKKF occasionally funds organizations in Santa Fe leading statewide work, the foundation does not fund local projects in Santa Fe.				

All information in the above chart was provided to the consultant or City of Santa Fe staff directly by each foundation.

Municipal Funding Strategies

Increasingly, local municipalities are making substantial financial investments in early childhood education and care. There are two primary vehicles for this investment, budget allocations and dedicated tax revenues. Budget allocations made by a governing body may be the easiest approach, but are less sustainable as elected officials turnover over time. Dedicated tax revenues can take the form of a new tax or set aside of an existing tax. The City of Santa Fe has created set asides for existing taxes through ordinance in the past, including for the Children and Youth Commission and Human Services Committee. New taxes generally require voter approval. Common types of taxes utilized to fund early childhood education and care initiatives include property, sales, and income taxes. There are also numerous examples of taxes on specific goods like tobacco, alcohol, or marijuana.

When considering new taxes, the city must consider which taxes it has the authority to directly implement. As a charter city with home rule, the city may have authority not specifically granted by the state to levy additional taxes that are not otherwise prohibited by state statute.[39] This requires "a majority vote in the charter municipality.[40]" In several states, where a municipality does not have taxing authority, state legislatures have passed enabling legislation to allow for the creation of special tax districts for "children's funds" or "children's councils." This approach is further described in a later section. Another consideration for raising new taxes is public support, which is also discussed later in this report.

The following sections provide examples of budget allocations and designated tax revenues for early childhood uses in both large and small cities and counties across the U.S. While there are additional dedicated funding streams or "children's funds" for school age children and young adults, the examples included in this report are those with a specific or substantial early childhood focus. Many of the examples emphasize support for Pre-K programs for four- (and sometimes three-) year olds. However, early childhood is generally defined as ages prenatal/zero to eight and spans a wide range of services from education and care to home visiting, early intervention services, and parenting supports. If the City of Santa Fe pursues dedicated funding for early childhood, consideration should be given to the highest unmet needs within the city.

Budget Allocation

Budget allocations are made from a city or county's regular annual operating budget. Some cities have set aside specific amounts to fund specific programs. This can usually be accomplished by a vote of the county commission or city council. Other municipalities have set aside specific percentages of the annual operating budget to support children's services, such as in the Oakland, CA and Richmond, CA examples below. This latter approach is more likely to be sustained as elected officials change, but likely requires voter approval.

Community	Funding Description	Approval	Use of Funds
Mecklenberg County, NC[41]	Budget allocation	By Board of County Commissioners in 2017	In 2017 and 2018, the Board of County Commissioners approved $6 million/year to reduce the waiting list for a child care subsidy for children under 5. In 2019, the Board approved $20 million for child care subsidies and $21 million for Pre-K funding (combination of budget allocation and property tax revenues).
Wake County, NC[42, 43]	Budget allocation	By County Board of Commissioners in 2015	County allocation made to expand Pre-K classrooms in the county. The allocation amount increased year by year to between $500,000 and $600,000/year in 2018-2020. In 2021, 86% of eligible county four-year olds attended a NC Pre-K program. In 2021, the Board also allocated $350,000 to plan a child care program for three-year-olds at high quality community child care programs. This program will launch in 2022 with 100 children and additional investments will be phased in over several years. It will prioritize children with family incomes below 200% FPL.
Oakland, CA[44,45]	3.0% set aside of city's annual unrestricted General Purpose Fund revenues	By voters in 1999, renewed in 2009 and 2020 (for 14 years)	There are four eligible uses for youth through age 21, including "support the healthy development of young children through pre-school education, school-readiness programs, physical and behavioral health services, parent education, and case management." A resident "Planning and Oversight Committee" is appointed by city council members and is responsible for preparing "three year strategic investment plans," soliciting grant applications, and making funding recommendations.

Budget Allocation Continued

Community	Funding Description	Approval	Use of Funds
Breckenridge, CO[46,47,48,49]	Budget allocation and transfer to dedicated Child Care Fund – (approx. $830,000/yr)	By town council beginning in 2007	The fund is administered by the city and advised by a Child Care Advisory Committee. It provides needs-based tuition assistance for families with children under age 4 attending one of four nonprofit child care centers. Also helps increase and subsidize teacher salaries at local centers, setting a wage floor of $15/hour.
Richmond, CA[50]	Phases in from 1% to 3% of city's annual unrestricted general purpose revenues	By voters in 2018 (charter amendment)	Created a city department and the Richmond Fund for Children and Youth. Also required creation of a 15-member oversight board, a community assessment, and a strategic plan to guide 3-year grantmaking processes. Increased access to early learning and child care are a couple among numerous priorities listed.

Property Taxes

Property taxes are one of the most commonly found mechanisms for generating local early childhood funding. Municipalities can either raise property taxes or set aside a designated percentage of existing property tax revenues. While the below examples are all uniformly-applied property tax levies or set asides, a recent report suggests additional innovative property tax strategies, that may be of particular interest given the high proportion of high value homes and non-primary residences in Santa Fe.[51] A real estate transfer fee or tax could be implemented, with a higher rate imposed for high value properties above a specified threshold. Additional options include a higher property tax rate for higher value homes or a higher property tax rate for properties that are not continuously occupied (are either not a primary residence or are a short-term rental property). Split role property taxes also enable municipalities to tax different types of property at different rates.

Community	Type of Funding	Approval	Use of Funds
St. Louis, MO[52]	Increased city property tax from $0.19 per $100 to $0.25 per $100 of property valuation	By voters in 2020	"Tax revenue will be distributed through the Children's Services Fund, which is managed by the St. Louis Mental Health Board (MHB)." Will provide grants to licensed ECE programs that serve low-income children or can demonstrate they "lack access to quality resources." Use of grant funds includes "technical assistance, recruitment, outreach, quality improvement consultation, professional development, data collection and evaluation, and child health and development screenings."
Mecklenberg County, NC[53, 54, 55]	Property tax rate increase of ¾ of a penny	By Board of County Commissioners in 2018	Funds Meck Pre-K: Opened 33 more public Pre-K classrooms for 4-year olds in 2018; up to 105 classrooms at the time the source was published). In June 2019, the Board of Commissioners approved $20 million for child care subsidies and $21 million for Pre-K funding (combination of budget allocation and property tax revenues). The funds are administered by Smart Start of Mecklenberg County, a local nonprofit focused on funding early childhood initiatives in the community. Smart Start is a statewide public/private partnership with a centralized state entity and local Smart Start partnerships covering all NC counties statewide.

Property Taxes Continued

Community	Type of Funding	Approval	Use of Funds
Cincinnati, OH[56, 57, 58, 59]	Property tax increase - 7.93 mill levy	By voters in 2016, renewed in 2020 for additional five years (beginning in 2021)	The mill levy raises approximately $48 million/year, with $33 million allocated to Cincinnati Public Schools district K-12 programs and the remaining $15 million allocated to Cincinnati Preschool Promise (CPP). CPP is a nonprofit specifically charged with helping families locate public and private high-quality preschool programs for 3- and 4-year olds and providing tuition assistance (in addition to any state/federal subsidies) for eligible children to enroll in high-quality private programs. CPP also supports preschool providers to increase their quality ratings and provides wage supplements and incentivizes continued education for preschool teachers. According to a 2020-21 evaluation report,[60] participating children more frequently met or exceeded early literacy benchmarks than non-participating children and showed progress on a range of social and academic/ developmental domains. The program also helped 30 programs increase their quality ratings sufficiently to qualify as CPP tuition-assistance eligible schools in 2020-21.
Seattle, WA[61,62,63, 64]	Property tax increase of no more than $0.365 cents per thousand dollars of assessed value in first year, with limited annual increases	By voters in 2018 – combined two prior levies – one passed in 1990, renewed in 1997, 2004, 2011 and one passed in 2014.	The Families, Education, Preschool, and Promise Levy (FEPP) is managed by the city's Department of Education and Early Learning (DEEL). It funds several initiatives including the Seattle Preschool Program (SPP), a voluntary full-day program for 3- and 4-year olds which is free for families with incomes below 300% FPL and on a sliding fee scale for higher income families. Participating preschool programs include both community-based providers and Seattle Public Schools. It also funds supportive services for SPP providers and for home-based providers, to increases the number of licensed home providers in the city.
San Francisco, CA[65,66]	4% set aside of existing property tax revenue	Authorized 1991, renewed 2000 and 2014 (for 25 years)	Large children and youth fund generating approximately $70 million/year and includes affordable child care and early education programs among funding priorities. Requires a resident oversight committee and that funds go to services exceeding baseline to prevent supplantation of other funds.

Property Taxes Continued

Community	Type of Funding	Approval	Use of Funds
Kent County, MI[67,68]	0.25 mill property tax increase	By voters in 2018 (requires renewal after 6 years)	The "Ready by Five Early Childhood Millage" funds are distributed to early childhood programs through a competitive grant process. Programs funded in 2022 included those providing navigation and outreach services, healthy development programs, early learning programs, and parent support programs. The application and review process is managed by an independent nonprofit (First Steps Kent), which coordinated a "Resident Proposal Review Board" and final approval for grants is made by the Kent County Board of Commissioners.
Portland, OR[69,70]	Property tax increase of $0.4026 per thousand dollars of assessed value	By voters in 2002, renewed in 2008, 2013 and 2018	Supports programs for youth through age 24. At least 90% of funds awarded through competitive, multi-year grants. There are five allowable funding areas including "early childhood programs, childcare affordability and quality." There is a five-member Allocation Committee appointed by the mayor and Portland Children's Levy staff are city employees. There are provisions for a community input process to set the goals and strategies for each funding area and a community volunteer grant application review and scoring process.
King County, WA[71,72]	Property tax increase of $0.19 per one thousand dollars of assessed valuation in the first year, with limited annual increases	By voters in 2015, renewed in 2021	Funds eight youth "investment areas" within the county-managed Best Starts for Kids program, including child care subsidies and "investing early." The "investing early" area is comprised of a variety of programs for prenatal to age five, including health, screening, and early intervention services; early childhood and child care workforce supports; and parent and family supports. A third investment area, capital investments, includes early learning and child care facilities.
Memphis, TN[73,74]	Set aside 0.1% of existing property tax rate	By city council ordinance in 2018	Funding is combined with revenue from expired Payment in Lieu of Taxes (PILOT) agreements (see "Other Taxes" below) and county funds. Supports Pre-K spots. Funds are managed by a newly formed nonprofit, First 8 Memphis.

Property Taxes Continued

Community	Type of Funding	Approval	Use of Funds
San Miguel County, CO[75,76,77]	0.75 mill levy property tax (increase)	By voters in 2017	Designated for "improving availability, quality, and affordability of early childhood education and care in San Miguel County." Funds the Strong Start Program, which is contracted by the County to a nonprofit to administer. Strong Start funds are used to address four primary goals: (1) increase provider capacity to provide care for more children; (2) "recruitment, training and retention of early childhood professionals;" (3) support quality improvement for early childhood education and care programs and facilities; and (4) financial assistance to families to offset early childhood education and care costs.
Summit County, CO[78,79]	2 separate property tax mill levies	1st: By voters in 2005, renewed 2013 2nd: By voters in 2018	The 2005 (renewed indefinitely in 2013) mill levy funds the Right Start Project. "The fund provides money for seven different programs: capacity building; quality initiatives; recruitment and retention; school readiness and home visitation; financial assistance; and administration and evaluation." It is administered by several entities in partnership with the County government A second mill levy in 2018 specifically funds a universal Pre-K program for 4-year olds through tuition subsidies offered to parents on a sliding scale. It is managed by Early Childhood Options, the local early childhood council.
Boulder County, CO[80]	0.9 mill levy increase on property taxes	By voters in 2010, renewed in 2014	The levy is for a county "Human Services and Safety Net" initiative. One of the six listed allowable uses for the fund is "financial help for early childhood care and education."
Oakland, CA[81,82]	Parcel tax $198/parcel for 30 years	By voters in 2018	This parcel tax is designated to fund education services from Pre-K through college and career readiness. While it has been caught in litigation about whether it required a simple majority or 2/3rd vote to pass, it was recently upheld by an appellate court ruling. The ballot measure also required establishment of an oversight commission; the membership qualifications outlined include several individuals with early childhood expertise or experience.[83]

Sales Tax

Several communities have used a sales tax to raise funds for early childhood services. The City of Santa Fe has previously created set asides of existing sales tax for special purposes. The below examples specifically increased sales taxes for special purposes.

Community	Tax Description	Approval	Use of Funds
San Antonio, TX[84,85]	One-eighth cent ($0.00125) sales tax increase	By voters in 2012; renewed in 2020	Funds PreK 4 SA, which runs Pre-K programs, provides competitive grants to Pre-K programs in public and parochial school and private centers, offers professional development to Pre-K teachers, and provides family education and support. Funding from the sales tax (80% of PreK 4 SA funding) is blended with state and federal funding (20%).
Aspen, CO[86,87]	Increase sales tax by 0.45%	By voters in 1990; renewed in 1999 and 2008 (through 2038)	The dedicated sales tax is split between child care and affordable housing allocations. Funds Kids First, a city program serving families throughout the county. Kids First services include child care subsidies up to 500% FPL; "grants to child care providers for quality improvements, professional development, infant and toddler operational support and start-up costs"; early childhood staff support; training and technical assistance, and grant writing/resource development support. Estimated $1.6 million revenues in 2015.
Denver, CO[88,89]	Initially a new 0.12% city sales tax, increased to 0.15% in 2014	By voters in 2006, renewed with increase in 2014	Funds the Denver Preschool Program, which offers a sliding scale of tuition credits to families of 4-year olds attending participating schools
Alameda County, CA[90,91]	0.5% sales tax increase	By voters in 2020	This sales tax is expected to raise $150 million per year for low-cost health care and emergency services at a local children's hospital, improved access to affordable high quality child care, and increased wages for early childhood educators. First 5 Alameda County is designated to administer the funding. The tax was challenged and is awaiting a decision from the courts as to whether it required a simple majority or 2/3rd vote to pass.

Income Tax

Income taxes are less common at a city or county level. In two of the below examples, income taxes were only increased for high earners, ensuring that lower-income families did not experience an added tax burden. Currently, New Mexico does not grant local municipalities the authority to levy an income tax, but Santa Fe may have the authority to do so as a charter city with home rule.[92] The city would need to consider the infrastructure required to collect the tax or if such tax collection could be integrated into existing income tax filing at the state level.

Community	Tax Description	Approval	Use of Funds
Multnomah County, OR[93, 94]	Marginal income tax 1.5% for indiv. incomes over $125,000 and joint over $200,000. Additional 1.5% for indiv. over $250,000 and joint over $400,000. Will increase by 0.8% in 2026	By voters in 2020	Implement universal access to free Pre-K for 3- and 4-year olds (6 hours for all families, up to 10 hours for families meeting income criteria); provide a living wage to Pre-K teachers and teaching assistants
Dayton, OH[95,96]	Income tax increase of 0.25%	By voters in 2016 (for 8 years)	Tax increase supports several city services including Preschool Promise. Preschool Promise supports Pre-K access for 3- and 4-year olds in the City of Dayton and Montgomery County through tuition and co-pay assistance and a variety of family education resources. Preschool Promise began as an initiative of several collaborating entities including the city and county; it is now an independent nonprofit.
Washington, D.C.[97, 98, 99, 100]	Increased income tax for earners over $250,000/year	By DC Council in 2021	One of three identified uses for the additional tax revenue is to increase salaries for child care workers. For 2022, $53 million was set aside to make payments of $10,000 - $14,000 directly to child care workers caring for infants and toddlers. Anticipated that in future years a program will be set up through employers to subsidize wages.

Other Taxes

There are a variety of other specialty taxes, such as on specific goods or services, that can also be used to fund early childhood education and care. For example, several California counties have placed designated taxes on cannabis cultivation.

Community	Type of Funding	Approval	Use of funds
Memphis, TN[101]	Expired Payment in Lieu of Taxes (PILOT) incentives with private companies	2018 (allocated by mayor)	Supports universal Pre-K
Capitola, CA[102]	Increased "transient occupancy tax" from 10% to 12%	2018 by voters	Of the additional 2% in tax revenue, 0.35% allocated to youth and early childhood programs
Humboldt County, CA[103, 104,105]	8% of a $1-$3/sq ft tax on cannabis cultivation*	2016 by voters	A carve out of a broader tax measure for cannabis cultivation to support early childhood. In the first year, the county's First 5 initiative received $400,000 in cannabis tax revenues. *Note that due to economic conditions and low sales, the Humboldt County Board of Supervisors recently reduced cannabis cultivation taxes by 85% for 2022.[106]
Santa Cruz, CA[107,108]	20% of revenue from cannabis cultivation tax	2021 by voters (charter amendment)	The Santa Cruz Children's Fund Act of 2021 allocated 20% of cannabis cultivation tax revenues to "youth and early childhood development programs and services." A previous city council policy had allocated 12.5% of the revenues for establishment of a Children's Fund for early childhood and youth programs.
Yolo County, CA[109]	Allocation from the 1% - 15% tax (4-5% in first year) on cannabis cultivation and other cannabis businesses	2018 by voters (overall tax); revenue allocations made by city committee.	"Early childhood intervention and prevention" was specifically named as one of several allowable uses of the tax revenues. The measure also created a citizen's oversight committee to review specific expenditures of the tax revenues, in an advisory role to the Board of Supervisors. In FY 2019-20 and 2020-21, it appears $400,000 was allocated specifically to early childhood programs and services.[110]
Philadelphia, PA[111,112]	1.5 cents/ounce tax on sweetened beverages	By city council in 2016.	Generates approximately $77 million annually with about 59% going to fund Pre-K slots for income eligible families in 2020.

Lodgers Tax

The workforce driving Santa Fe's large hospitality industry requires reliable access to early childhood education and care in order to work. The use of lodgers' tax revenue in New Mexico has generally been limited to "advertising, publicizing and promoting tourist-related attractions, facilities and events" as well as capital expenses and public safety costs related to these purposes.[113] However, there are a few examples of lodgers' tax revenues being made available to fund early childhood education and child care in other states. Any efforts by the City of Santa Fe to access lodgers' taxes for this use would require the state legislature to change the current statute.

In 2018, the City Council of Capitola, CA passed a resolution proposing an increase of the city's "Transient Occupancy Tax" from 10% to 12%.[114] The Council specified that 1.25% would be allocated to the city's general fund, 0.4% to two local business groups and 0.35% to youth and early childhood programs. Capitola voters passed the measure in the November 2018 election and the increase took effect January 1, 2019.[115]

The Colorado state legislature, during their 2022 legislative session, passed a bill that allows for expanded use of local taxes on lodging. In addition to marketing and promotion, House Bill 22-1117 gives counties and local tax districts the authority to use local lodging tax revenues for "housing and childcare for the tourism-related workforce, including seasonal workers, and for other workers in the community" and "facilitating and enhancing visitor experiences" (including expenses like maintaining trail infrastructure used by many tourists).[116] The bill also allows the use of lodging tax revenues for capital expenditures specific to these purposes. Changes to county/local tax district use of the revenues (as well as implementation of a new lodger's tax) are still subject to voter approval in each county/district. If a county board of commissioners refers a ballot measure expanding the use of lodger's tax to voters, the ballot issue needs to specify how the funds will be used. Municipalities also must maintain a minimum of 10% of lodger's tax revenues for advertising and marketing local tourism. The bill also changed a requirement concerning a panel from the tourism industry that administers the funds to specify that the panel would only administer the funds designated for advertising and marketing local tourism.

The rationale given in the legislative declaration preceding the amendments to the Colorado's lodging tax statute notes that communities in which residents and the local workforce thrive provides more positive interactions and better experience for visitors. Additional framing by advocates of the bill noted that in many Colorado communities, there is a much higher rate of tourism than when lodger's taxes were originally created decades ago, and that tourism itself is driving up housing costs and limiting supply in many communities.[117] Additionally, noting that the tourism industry is directly negatively impacted by limited housing and child care supply which contribute to labor shortages,

bill sponsors gained support for the bill from many tourism industry organizations and lobbyists.[118]

There is recent precedent for broadening the use of lodgers' tax funds in New Mexico. During the 2020 regular session, the NM legislature passed House Bill 117 allowing for an additional use of lodgers' tax revenues for occupancy longer than 30 days.[119] Lodgers' tax revenues collected from the 31st day onward can be used "for any municipality or county purpose; provided that the use is stated in the ordinance imposing the tax." This change was primarily made to enable communities in southeast New Mexico with a substantial number of oil and gas industry workers staying in hotels and short-term rentals for long periods of time to utilize lodgers' tax to support basic community services. Because Santa Fe's hospitality industry is dominated by shorter-term visitors, the 2020 change may not have a substantial impact on the city's use of lodgers' tax revenue.

According to the city's FY2023 recommended budget, the city expects $11 million in lodger's tax revenue in FY22 and $12.9 million in FY23.[120] With the exception of a temporary decline during the pandemic, lodger's tax revenues have consistently increased year over year, up from $9 million in 2015. Prior to the pandemic, it was the city's fastest growing recurring revenue source and is on track to surpass 2019 revenue by FY 2023. Additional legislative changes would be needed to enable Santa Fe to use lodgers' tax revenues for occupancy less than 31 days to support early childhood education and care.

Locally Administered Revenues from State Taxes for Early Childhood

In addition to local municipal taxes for early childhood funds, some states administer statewide taxes, with revenues distributed to local communities to allocate to early childhood programs.

First 5 California

In 1998, California voters passed a proposition adding a $0.50 tax to every pack of cigarettes sold.[121] The revenues were designated to create First 5 California, also known as the California Children and Families Commission. Each California County has their own First 5 Coalition and 80% of the state revenues from the tax are distributed to the local commissions to determine local use. Broadly, First 5 funds are focused on investments in the health, education, care, and wellbeing of children ages 0-5.

Arizona First Things First

In 2006, Arizona passed an $0.80 per pack tax on cigarettes to fund the Early Childhood Development and Health Board known as "First Things First.[122]" Eighty-one percent of the funds are allocated to regional councils to administer the funds for their region. The board reports that in FY 2019, the largest expenditure of funds was for child care scholarships, followed by family support services (a broad category that includes parenting classes, health and nutrition, literacy, physical and social development, and literacy), health services, and professional development.

State Enabling Legislation for Local Funds

A few states have passed enabling legislation to support the creation of local children's funds. State enabling legislation may be necessary where a municipality does not already have authority to implement a particular type of tax or allocate tax revenue to a particular purpose (create a special purpose tax). It also enables the creation of special tax districts that don't follow the boundaries of an existing jurisdiction. For example, a special tax district could be created to include the City of Santa Fe as well as nearby communities within the County, or a multi-county tax district could be created. State enabling legislation also generally outlines required structures for governance and accountability processes and for what purposes the revenues may be used. On the one hand, this can create a consistent structure for creating and administering children's funds, but if too narrowly defined can also limit local communities' flexibility and autonomy to determine use of funds according to local community conditions and priorities.

Three states (Colorado, Florida, and Missouri) currently have enabling legislation for the creation of children's funds:

Colorado

In 2019, the Colorado legislature passed, and the governor signed into law, a bill to authorize "the creation of early childhood development service districts (districts) to provide services for children from birth to 8 years of age.[123]" Creation of a district requires voter approval. "A district may include all of the territory of one or more special districts, municipalities, counties, or other existing taxing entities, as may be proposed.[124]" The legislation gives the special districts authorization to levy property and sales and use taxes, upon approval by voters. The legislation includes, but does not limit early childhood development services to mean "early care and educational, health, mental health, and developmental services, including prevention and intervention." The consultant has not identified any service districts created as a result of the state legislation.

Florida

In 1986, Florida passed legislation authorizing the creation of Children's Services Councils, also known as a Children's Trust.[125] These councils can be created at the county level as either an independent or dependent council.[126] Independent councils have voter-approved authority to levy property taxes while dependent councils do not have tax authority and receive revenues through county budget allocations. The councils can support a broad range of "preventive, developmental, treatment, and rehabilitative services for children.[127]" According to the Children's Funding Project, twelve Florida counties have established independent Children's Services Councils[128] and Duval County, Florida has established a dependent council.[129] As authorized by the state, most support a broad scope of services ranging from early childhood to adolescents/young adults.

Florida Voter-Approved Children's Services Councils[130]

Name of Council (County)	Year Established	Tax Rate	Annual Revenue (2021)
Children's Trust of Alachua County	2018*	$0.5 per $1,000	$8,066,699 (budgeted)
Children's Services Council of Broward County	2000 Reauth. 2014	$0.4882 per $1,000	$101,347,335
Escambia Children's Trust (Escambia County)	2020*	$0.5 per $1,000	$9,197,000 (budgeted)
Children's Board and Fund of Hillsborough County, FL	1988	$0.4589 per $1,000	$51,884,259
Children's Services Fund of Leon County	2020*	$0.5 per $1,000	Not provided
Dedicated Millage for Children (Manatee County)	1990	$0.3333 per $1,000	$14,052,709 (budgeted)
Children's Services Council of Martin County	1988 Reauth. 2014	$0.3618 per $1,000	$8,501,129
The Children's Trust of Miami-Dade County	2002 Reauth. 2008	$0.4680 per $1,000	$164,000,000
Children's Services Fund of Okeechobee County, FL	1990 Reauth. 2014	$0.36 per $1,000	Not provided
Children's Services Council of Palm Beach County, FL	1986 Reauth. 2014	$0.6497 per $1,000	$139,000,000
Juvenile Welfare Board Fund of Pinellas County, FL	1946	$0.8981 per $1,000	$79,685,147
Children's Services Fund of St. Lucie County, FL	1990 Reauth. 2014	$0.4765 per $1,000	$11,288,501

*These three councils are set to expire in 2030 unless reauthorized by voters. The remaining councils do not have a sunset date.

Missouri

Missouri has a statute authorizing counties and the City of St. Louis to levy a sales tax of up to one-quarter of a cent, with voter approval, to create a community children's services fund.[131] Per state statute, the revenues from these taxes can only be used to support outpatient behavioral health, temporary shelter, and outpatient chemical dependency services for youth age nineteen or younger. Counties and cities are not permitted to add additional services to those enumerated in the statute. According to the Children's Funding Project, nine counties and St. Louis City have approved these funds.[132] Only one (Jackson County) requires reauthorization in 2023 while the remainder are not set to expire.

Voter Support for Children's Funding

Generally, new taxes require voter approval. If the City of Santa Fe decides to pursue a new dedicated local revenue source for early childhood services, the city will likely want to assess public support. Common uses for polling include deciding whether or not to pursue a campaign, and learning more about voters' interest in funding for particular issues, the revenue sources they most support, and how much cost burden they are willing to assume.[133]

Nationally, polling data compiled by the Children's Funding Project shows voter support for local taxes to support early childhood programs and services:

- "60% of voters think there will be a need for additional local funding for early childhood opportunities."[134]
- "70% of voters are willing to pay $25 more and 64% of voters are willing to pay $150 more in taxes per year for 'programs and services to support the development of children of all ages.'"
- 70% rank "high-quality infant and toddler care" and 69% rank "high-quality preschool programs" "as a high or very high priority for public spending."[135]
- "92% of voters say early childhood educators "play a critical role in helping children grow and develop"
- "61% of voters nationally say it is extremely/very important to "combat the shortage of qualified child care, preschool, and after-school staff by increasing wages."

Next Steps

1. Determine whether or not the City is interested in pursuing a dedicated revenue source for early childhood services.
2. If there is sufficient interest, select a few potential revenue streams for additional research and analysis
3. Create a steering committee
4. Determine the purpose/uses of a proposed fund
    a. Note that a third report by RLK Consulting provides input from early childhood education and care providers about the most substantial funding needs to maintain and expand early childhood education and care.
5. If the City intends to pursue a ballot campaign, the Children's Funding Project A-Z Checklist is an excellent resource: https://www.childrensfundingproject.org/az-checklist

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Findings and Recommendations for Growing and Sustaining Early Childhood Education and Care in Santa Fe

Presentation to City of Santa Fe Quality of Life Committee

July 20, 2022

Overview of Scope

- Overview of current landscape of early childhood education and care in Santa Fe
  - Focus on ages 0-5
  - Specifically care settings
- Local and statewide data
- Interviews with local ECEC providers
- Policies and best practices nationally
- Three Reports:
  - February 2022: Impact of the COVID-19 Pandemic on the New Mexico and Santa Fe Early Childhood Systems and Recommendations for Use of ARPA Funds
  - June 2022: Growing and Sustaining Early Childhood Education and Care in Santa Fe
  - June 2022: Funding Santa Fe Early Childhood Education and Care

City accomplishments so far this year

- Ordinance amending the land development code – permits preschool and child care facilities by right in all zoning districts except industrial (previously needed to acquire special use permit)
- Committed ARPA funds to the SFCC early childhood teacher apprenticeship pilot program
- Discussions with city fire marshal concerning fire code barriers for home-based care providers

Provider Interviews Scope

- 13 center-based licensed providers (out of 24)
- 2 home-based licensed providers (out of 7)
- Structured interview questions

Themes from Provider Interviews

- Care hours and enrollment
- Evening/weekend care
- Expanding infant and toddler care
- Overall expansion
- Workforce
- Space and capital funding
- Child Care Assistance
- Developmental/early intervention and behavioral health services
- Permitting/Zoning
- Shared Services
- Funding Needs

Develop a dedicated funding stream to support early childhood education and care in Santa Fe

High priority funding needs include:

- Space and capital funds including renovations, maintenance, and emergency maintenance
- Subsidies to provide infant/toddler care
- Wage support for early childhood educators
- Support to pursue higher FOCUS star ratings or national accreditation
- Summer and after care programming
- Teacher/educator higher education and professional development
- Child Care Assistance family co-pay support if/when co-pays are reinstated.
- Parent/family classes and peer support programs
- Business start up costs, including for home-based providers

Recommendations from Provider Interviews

- Consider whether the city can provide “wrap around child care” for families when early childhood programs are closed such as summer programming when Head Start and public Pre-K are closed and during summer or winter holiday closures.
- Consider opening new infant and toddler care classrooms, directly or through contracts with existing local providers.
- Train all CONNECT navigators on child care assistance eligibility and how to support child care assistance applications. Consider adding one or more navigators who specialize in accessing early childhood services and in child care assistance outreach and enrollment, directly employed by the city or under contracts with local organizations.

Recommendations from Provider Interviews

- Engage NM ECECD, Santa Fe Public Schools, and other stakeholders in conversation about how to jointly support developmental and behavioral support needs, particularly for children ages 3-5.
- Assist employers with shift workers with non-traditional hours to engage their employees in conversations about child care needs. Workers may prefer onsite care or may prefer care closer to home. For shift employees working in the evenings or overnight, home-based solutions may be more desirable than onsite care.
- Advocate for a state regulatory change that would allow providers to more easily create a shared substitute teacher pool.

City zoning, permitting, and fire code

- Identify a strategy to resolve the fire code barriers for new licensed home-based care providers, including whether to address it at the city policy level or advocate for state-level policy change.
- Identify a point person at the city that can help prospective/new child care businesses understand and navigate permitting and fire inspection requirements.
- Identify all of the city fees required for new home-based care providers, as well as ECECD home inspection fees. Evaluate city fees to determine whether they are potential barriers to new home-based child care businesses and if reductions or adjustments to fee schedules are possible.
- Include funding for fire suppression system updates in future early childhood program funding opportunities.

Physical Space and Capital

- Continue to engage Santa Fe Public Schools in conversation about opportunities to collaborate to increase early childhood classroom spaces, whether occupied by the district or under contract with external providers.
- Identify opportunities to renovate existing city buildings for early childhood classrooms and/or to include spaces that could be licensed for early childhood education and care during new construction.
  - Midtown Campus
  - Arroyo de los Chamisos Crossing Project land purchase
- Identify strategies to provide long-term leased spaces to early childhood education programs at reduced costs in exchange for services.
- Consider mechanisms to financially support capital costs for early childhood providers such as a revolving loan fund, capital grants for renovations or maintenance, and/or an emergency repairs fund.
- Make city-owned meeting spaces available to early childhood programs for free or for a reduced fee to conduct staff training and events.

City operated care

- Assess the city's readiness to directly operate early childhood education and care programs.
- Survey the city's staff to determine the need and demand for an early learning center for city employees.
- Consider contracting with existing early childhood education and care providers to provide care for city staff and/or the broader community in city-owned buildings.

Employer-supported child care

- Educate local businesses about the federal and state tax credits for employer-provided child care and the ECECD Child Care Supply Building Grant program.
- Consult with Santa Fe Chamber of Commerce and Growing Up New Mexico regarding employer survey about child care that they conducted in April and subsequent working group.
- Consider offering grants to support business plan development for employers interested in providing child care to employees. If the state offers additional “supply building” grants, which do not cover business plan development, this will help employers prepare to access state funds.
- Advocate for changes to the federal tax credit for employer-provided child care to provide a tax benefit for nonprofit and governmental employers.
- Consider engaging employers in fields like hospitality to explore opportunities to jointly offer child care to employees, directly or under contract. The city or an existing industry association might be able to offer backbone support to initiate these conversations.

Shared Services Model

- Conduct or financially support a shared services model planning process that includes both home-based providers and centers.
- Support implementation of a shared services model for both home-based and center-based providers through direct coordination and/or funding.

Local funding mechanisms for early childhood education and care

- Budget Allocation
  - Annual
  - Set percentage
- Property tax (new or percentage set aside)
  - Uniform
  - Higher rate for homes over specific value or not continuously occupied
  - Split role
  - Real estate transfer tax/fee for high value properties

Local funding mechanisms for early childhood education and care

- Sales tax
  - New or percentage set aside
- Local income tax
- Expired payment in lieu of taxes funds
- Cannabis cultivation taxes
- Other taxes on specific goods (i.e. tobacco/nicotine, alcohol, etc)
- Lodger's tax expansion of eligible uses

Next steps regarding dedicated funding stream:

- Determine whether or not the City is interested in pursuing a dedicated revenue source for early childhood services.
- If there is sufficient interest, select a few potential revenue streams for additional research and analysis
- Create a steering committee
- Determine the purpose/uses of a proposed fund

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 07/11/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for Approval of Amendment No. 1 to the Amended Lease Agreement between Challenge New Mexico and the City of Santa Fe for 633-635 Agua Fria Street, Santa Fe, NM, Updates Lessee's Business Name and Approves a Sublease to High Desert Housing, a New Mexico Nonprofit Corporation. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, (505) 629-2206)

Committee Review:
Public Works and Utilities Committee: 07/11/2022
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body (Public Hearing): 07/27/2022

Item Type - lease amendment

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15072

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

VOTE SUMMARY

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No. 1 to the Amended Lease Agreement between Challenge New Mexico and the City of Santa Fe for 633-635 Agua Fria Street, Santa Fe, NM, Updates Lessee's Business Name and Approves a Sublease to High Desert Housing, a New Mexico Nonprofit Corporation. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, (505) 629-2206)

Committee Review:
Public Works and Utilities Committee: 07/11/2022
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body (Public Hearing): 07/27/2022

Item Type - lease amendment

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15072

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

VOTE SUMMARY

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: June 1, 2022

TO: Economic Development Advisory Committee
Finance Committee
Quality of Life
Governing Body

FROM: _____
Terry Lease, Asset Development Manager, Office of Economic Development

CC: Richard Brown
_____
Rich Brown, Director
Community & Economic Development Department
Alexandra Ladd
Alexandra Ladd (Jun 3, 2022 09:41 MDT)
_____
Alexandra G. Ladd, Director
Affordable Housing, Community Development Department

Re: Amendment 1 to Amended Lease Agreement Between the City of Santa Fe and Challenge New Mexico

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EXECUTIVE SUMMARY:
Request for approval of Amendment No. 1 ("Amendment") to Amended Lease Agreement between Challenge New Mexico and the City of Santa Fe for 633-635 Agua Fria Street, Santa Fe, NM. The amendment, if approved, updates Lessee's business name and approves a sublease to High Desert Housing, a New Mexico nonprofit corporation.

BACKGROUND:
The City of Santa Fe was the sole owner of a tract of land known as Disposition Parcel D-73-3, currently identified as 631, 633 and 635 Agua Fria Street, Santa Fe, New Mexico. In 1983 the City and Challenge New Mexico (Challenge NM), a New Mexico non-profit corporation (formerly known as the Santa Fe Association for Retarded Citizens) entered into a lease agreement for Disposition Parcel D-73-3, which allowed Lessee to build "group homes for the mentally and physically handicapped." Under the terms of the 1983 lease agreement the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A (633 & 635 Agua Fria).

On February 18, 1987, the City and Challenge NM entered into the "Amended Lease Agreement" that replaced a 1983 lease and provided for Challenge NM's continued occupancy of Tract 184-A (633 & 635 Agua Fria). The termination date of the Amended Lease Agreement is September 30, 2042 (60-year lease) and the rent is set at one dollar per year. Improvements on the land were financed by a Housing and Urban Development ("HUD") mortgage to serve the developmentally disabled. This mortgage allows people with low income, and a developmental disability, to afford live in Santa Fe by paying a rent payment of 30% of their income and a HUD subsidy covers the remaining 70% of the rent payment.

Challenge NM has transformed over the years and now focuses on providing horseback riding opportunities for people with special needs and disabilities; it is no longer Challenge NM's primary mission to provide group home living situations for the disabled community. In 2011 Challenge NM and High Desert Housing entered into an agreement naming High Desert Housing as the managing agent for 631 Agua Fria Street. If Amendment No. 1 is approved, High Desert Housing will also manage 633 and 635 Agua Fria.

ACTION REQUESTED:
The Office of Economic Development respectfully requests your approval of Amendment No. 1 to the Amended Lease Agreement.

ATTACHMENTS:
- Proposed Amendment No. 1 to the Amended Lease Agreement
- 1987 Amended Lease Agreement
- Certificate of Insurance not provided as the Amended Lease Agreement has no insurance provision; in its place is a "Non-Liability of Lessor" provision.
- Fiscal Impact Report
- Summary of Contracts

CITY OF SANTA FE

AMENDMENT#1 TO AMENDED LEASE AGREEMENT

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended Lease Agreement dated February 18, 1987, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and the CHALLENGE NEW MEXICO, a New Mexico nonprofit corporation ("Lessee") shall be effective as of the date of the last signature ("Effective Date").

RECITALS:

A. The City and Lessee are parties to the Agreement under which Lessee leased that certain tract of unimproved land located in the City of Santa Fe, County of Santa Fe, New Mexico, known as Disposition Parcel D-73-3 and currently bearing the street address of 631, 633 and 635 Agua Fria Street; and

B. Under the terms of the Agreement Lessee was permitted to erect improvements on the leased property; and

C. In 1985, under the terms of a 1983 lease between the parties, the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A 9 633 & 635 Agua Fria; and

D. Lessee's name changed from the Santa Fe Association for Retarded Citizens to the Santa Fe Association for Developmental Disabilities as evidenced by that certain Certificate of Amendment 3029295 dated April 17, 1990, issued by The State Corporation Commission of New Mexico; and

E. Lessee's name changed again from the Santa Fe Association for Developmental Disabilities to Challenge New Mexico as evidenced by that certain Certificate of Amendment 3070182 dated January 8, 1993, issued by The State Corporation Commission of New Mexico; and

F. The parties wish to amend the Agreement to update Lessee's name and update the sublease status.

AMENDMENT:

Pursuant to Article 16 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Lessee agree that the Agreement is amended as follows:

1. All references to "Santa Fe Association for Retarded Citizens" in the Amended Lease Agreement are hereby deleted and replace with "Challenge New Mexico."

2. Exhibit "C" in Paragraph 11 (Right to Sublease) is hereby deleted and replaced with a new Exhibit "C" attached hereto.

3. The Lease and Sublease entered into on June 1, 1985, by and between Lessee and New Vistas, referenced in the last sentence in Paragraph 11 (Right to Sublease) terminated on June 30, 1989. The last sentence in Paragraph 11 is hereby deleted and replaced with the following:

4. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or void the Sublease Agreement by and between Challenge New Mexico and High Desert Housing, Inc. entered into on February 1, 2022. See Exhibit "C" attached and made a part hereof.

5. "Lessee" and "Lessor" names and addresses in Paragraph 18 (Correspondence) of the Amended Lease Agreement are hereby deleted and replaced with the following:

LESSOR:
City of Santa Fe
Attn. City Manager
P.O. Box 909
Santa Fe, NM 87504

LESSEE:
Challenge New Mexico
Attn. Elissa Ulibarri
74 Caja Del Rio Rd.
Santa Fe, NM 87507

Copy to:
City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, NM 87504

Except as specifically provided in this Amendment #1, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the dates set out below.

LESSOR: CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK

APPROVED AS TO FORM:

Andrea Salazar
Andrea Salazar (May 31, 2022 14:14 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR
Object Org. Code 2122800-460350 AH
AH

LESSEE: CHALLENGE NEW MEXICO

By: ELISSA ULIBARRI, PROGRAM DIRECTOR

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29 day of April 2022, by Suzanne Gurulé.

Suzanne Gurulé
Notary Public

My commission expires: 7-26-2024

OFFICIAL SEAL
SUZANNE GURULE
Notary Public
State of New Mexico
My Comm. Expires 7-26-24

EXHIBIT "C"

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made effective as of February 1, 2022, by and between Challenge New Mexico ("Tenant"), and High Desert Housing, Inc. dated February 1, 2022 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. The Tenant now desires to sublet the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant 4 bedroom duplex with studio located at 631 Agua Fria, Santa Fe, New Mexico 87505 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on February 1, 2022 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates January 31, 2023. Subtenant's tenancy will terminate on January 31, 2023, unless Landlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of $1.00 per month, payable in advance on the first day of each month, for a total sublease payment of $50.00. Sublease payments shall be made to Tenant at 74 Caja Del Rio Rd, Santa Fe, New Mexico 87507, which may be changed from time to time by Tenant.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

Challenge New Mexico
74 Caja Del Rio Rd
Santa Fe, New Mexico 87507

SUBTENANT:

High Desert Housing, Inc.
1001 Valencia SE #103
Albuquerque, New Mexico 87108

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of New Mexico.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

TENANT

By: _____ Date: 2-15-2022
Challenge New Mexico

SUBTENANT

By: _____ Date: 2/15/2022
High Desert Housing, Inc.

633 635 Agua Fria

574384

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT, amends that certain Lease entered into by and between the City of Santa Fe and the Santa Fe Association for Retarded Citizens, dated June 29, 1983. See Exhibit "A", attached and made a part hereof. This Amended Lease Agreement executed in quadruplicate at Santa Fe, New Mexico this 18th day of February, 1987, by and between the City of Santa Fe, New Mexico, a municipal corporation, hereinafter called "Lessor", and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee", WITNESSETH:

1. Property Leased. For and in consideration for the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

> Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.
>
> All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Courthouse, December 21, 1979, Reception No. 451.186.

Excepting that portion of real estate containing an area of 7583 square feet more or less which is more particularly described in the Amended Warranty Deed filed for record on January 27, 1986 and duly recorded at the County Clerk's Office, Santa Fe County, New Mexico in Book 541, Page 701, and as provided in City of Santa Fe Ordinance No. 1985-48 . Attached and made a part hereof as Exhibit "B".

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of October, 1982, and expiring at midnight on the 30th day of September, 2042, provided, however, that in the event that Lessee does not commence construction of group homes for the mentally and physically handicapped citizens within one year from June 29, 1983 the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally and physically handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within ninety (90) days after such termination. All other removable improvements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the

property of Lessee and may be removed by it, in whole or in part, within ninety (90) days days after termination of this lease, unless they are subject to a landlord's lien.

6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer. The Lessor shall not be liable for any failure of water supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem, satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefor against all of Lessees property on the premises.

8. Termination of Lease. Lessee shall at the termination of this lease by lapse of time or otherwise, surrender up the leased premises in good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated, whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's Right of Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof, at all reasonable hours for the purpose of examining the

leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Right to Sublease. Lessee may continue to occupy the premises for any of its purposes or may sublet subject to the written approval of Lessor, which written approval shall not be unreasonably withheld. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or avoid the Lease and Sublease Agreement by and between Santa Fe Association for Retarded Citizens and New Vistas, entered into on June 12, 1985. See Exhibit "C" attached and made a part hereof.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's

agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement. The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended except by instrument in writing, executed by the parties hereto.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to and inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

LESSEE	LESSOR
Mr. Robert Stearns, Executive Director The Santa Fe Assn. for Retarded Citizens P. O. Box 4044 Santa Fe, New Mexico 87502-4044	Mr. Thomas E. Baca, City Manager City of Santa Fe P. O. Box 909 Santa Fe, New Mexico 87504-0909

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY: _____
THOMAS E. BACA, CITY MANAGER
LESSOR

ATTEST: SEAL

_____
FRANCES C. ROMERO, CITY CLERK

THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS

BY: _____
EXECUTIVE DIRECTOR
LESSEE

APPROVED AS TO FORM:

_____
JAMES C. McKAY, CITY ATTORNEY

mgr:pag

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Subscribed, sworn to and acknowledged before me by Thomas E. Baca, as City Manager on behalf of THE CITY OF SANTA FE, a municipal corporation, on this 18th day of February, 1987.

M. Gail Loach
Notary Public

My commission expires:
2/14/89

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Subscribed, sworn to and acknowledged before me by Robert E. Stearns, as Executive Director on behalf of THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS, a New Mexico non-profit corporation, on this 18th day of February, 1987.

M. Gail Loach
Notary Public

My commission expires:
2/14/89

516,415

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 23 day of Feb A.D. 19 87 at 2:25 o'clock PM. and was duly recorded in book 324, page 384 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
By: Virginia Montoya
Deputy

MD5756

574392

LEASE AGREEMENT

THIS LEASE, executed in quadruplicate at Santa Fe, New Mexico, this 29TH day of JUNE, 1983, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation, hereinafter called "Lessor," and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee," WITNESSETH:

1. Property Leased. For and in consideration of the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

> Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.
>
> All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Court House, December 21, 1979, Reception No. 451.186.

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

MA57561

574393 11-b

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THIS LEASE, executed in quadruplicate at Santa Fe, New Mexico, this 29TH day of JUNE, 1983, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation, hereinafter called "Lessor," and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee," WITNESSETH:

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> All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Court House, December 21, 1979, Reception No. 451.186.

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

day of Septemb , 2042, provided, however that in the event that Lessee does not commence construction of group homes for the mentally handicapped citizens within one 574394 year from the date of this agreement the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within fifteen (15) days after such termination. All other removable inprovements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the property of Lessee and may be removed by it, in whole or in part, within fifteen (15) days after termination of this lease, unless they are subject to a landlord's lien.

6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer.

The Lessor shall not be liable for any failure of water supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefore against all of Lessees property on the premises.

8. Termination of Lease. Lessee shall at the termination of this lease by lapse of time or otherwise, surrender up the leased premises on good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time

be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated, whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee, does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's right of Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof,

at all reasonable hours for the purpose of examining the leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Lessee's State Funding Loss. It is understood between the parties that the Lessee intends to enter into an arrangement with Klotsche properties, Inc., and C. L. Brown, their successors or assigns whereby Klotsche and Brown will borrow funds and construct buildings on the leased premises, and lease said buildings to the Lessee. If at any time prior to the time the initial first mortgage is or would have in the ordinary course been paid off, Lessee loses its funding from the State of New Mexico or its funding is diminished to the point where it cannot operate the group homes, at Lessee's option the land shall be appraised by an appraiser appointed mutually by the parties, and Lessee shall thereafter pay annually as rent a sum equal to Ten Per Cent (10%) of such appraised value. Lessee may continue to occupy the premises for any of its exempt purposes or may sublet subject to approval of Lessor, which approval shall not be unreasonably withheld. This right to sublet and the subletting of the premises shall terminate at such time as the first mortgage is, or would, in the ordinary course, be paid off, whichever is sooner.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term,

peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby convenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement. The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated

for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended by instrument in writing, executed by the parties.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to ~~the~~ AND inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

LESSEE	LESSOR
Mr. Robert Stearns, Executive Director The Santa Assoc. for Retarded Citizens P.O. Box 4044 Santa Fe, NM 87502	City of Santa Fe P.O. Box 909 Santa Fe, NM 87501

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

466359

57 100

IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY: _____
MAYOR DOUGLAS R. MONTANO
LESSOR

ATTEST:

_____
CITY CLERK, HELEN TRUJILLO

THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS

BY: _____
EXECUTIVE DIRECTOR
LESSEE

APPROVED AS TO FORM:

_____
FRANK COPPLER, CITY ATTORNEY

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO) 5/9,985
I hereby certify that this instrument was filed for record on the 8th day of July A.D., 19 83 at 9:35 o'clock A m., and was duly recorded in book 466 page 352 of the records of Santa Fe County.
Witness my Hand and Seal of Office
ANGIE VIGIL PEREZ
County Clerk, Santa Fe County, N.M.

_____ Deputy

574401

City of Santa Fe, New Mexico

ORDINANCE NO. 48 , 1985

AN ORDINANCE

DEEDING A PARCEL OF CITY OWNED LAND TO THE SANTA FE SERVICES FOR THE HANDICAPPED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The Deed attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. This Ordinance shall be effective seventy days after the date of adoption, unless a referendum election is held pursuant to Section 3-54-1 NMSA 1978, as amended.

Section 3. This Ordinance shall be published as required by Section 3-17-3 NMSA 1978, and such publications shall contain the following information:

A. the City of Santa Fe shall sell .17 acres;

B. the appraised value of said property is $40,000.00;

C. payment shall be made in full at closing;

D. the amount of the sale is $1.00;

E. the purchaser is Santa Fe Services for the Handicapped, a non-profit organization; and

F. the purpose of the sale is for the construction and operation

of a home for the sick and indigent developmentally disabled and handicapped persons.

PASSED, APPROVED and ADOPTED this 25th day of September, 1985.

Louis P. Montano, Mayor

ATTEST:

Jan H. Lynch, City Clerk

Approved as to form:

Lauren Marble, City Attorney

cbs

FIR No. ____

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: _____

Short Title(s): Amended Restated Lease Agreement between the City of Santa Fe and the Boys & Girl Club, Inc.

Sponsor(s): Not applicable

Reviewing Department(s): Public Works, Finance

Staff Completing FIR: Terry Lease, Asset Development Manager Date: January 12, 2022 Phone: 505-629-2206

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:
Request approval of an Amended and Restated Lease Agreement between the City of Santa Fe and the Boys & Girl Club, Inc. for 1.53 acres of City owned land and building in Tierra Contenta, at 6600 Valentine Way, Santa Fe, NM.

Departments Affected:
If rents are not offset by services the Economic Development Enterprise Fund (Business Unity 2122800.460350) will begin to receive up to $6,000 per month.

Consequences of Not Enacting Legislation:
In the absence of three, proposed, Amended and Restated Lease Agreements the City will not be able to move forward with the construction of the new Southside Teen Center on the site.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None noted.

Performance and Administrative Implications:
None noted.

Fiscal Implications:
None noted. In the prior lease agreement cash rents were never paid as the services by the Boys & Girls Club, Inc. far exceeded the cash rents. Services are verified annually and provided to the City in the form of Annual Service Value Statements.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$72,000	$72,000	$72,000		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$72,000	$72,000	$ 72,000		

Revenue Narrative:

In the prior lease agreement, cash rents were never paid as the services by the Boys & Girls Club, Inc, far exceeded the cash rents. This trend is expected to continue with this Amended and Restated Lease Agreement. Services will be verified annually and provided to the City in the form of Annual Service Value Statements. If rents are not offset by services the Economic Development Enterprise Fund (Business Unity 2122800.460350) will receive up to $6,000 per month.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203421**

Contractor: **Challenge New Mexico, Inc.**

Description: **Amendment No. 1 to Amended Lease Agreement #574384**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **10/01/1982** Term End Date: **09/30/2042**

☑ Approved by Council Date: **02/18/1987**

Contract / Lease: Lease

Amendment # **1** to the Original Contract / Lease # **574384**

Increase/(Decrease) Amount $ **N/A**

Extend Termination Date to: **N/A**

☐ Approved by Council Date:

Amendment is for: Correct Lessee business name and approval of a sublease

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Private lease of real property in excess of $25,000 per NMSA Section 3-54-1. Original Contract #574392 is dated 06/29/1983, between the City of Santa Fe and Challenge New Mexico, Inc. (formerly know as the Santa Fe Association for Retarded Citizens) for Disposition Parcel D-73-3 (631, 633 & 635 Agua Fria, Santa Fe, NM); subsequently sold 631 Agua Fria to Lessee. Amended Lease Agreement #574384 is dated 02/18/1987 between City and Lessee.

3. **Procurement History:**

Fran Dunaway (Jun 8, 2022 12:45 MDT) Jun 8, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: No procurement. Real estate lease of propert.

4. **Funding Source:** **Org / Object:**

Andy Hopkins (Jun 7, 2022 13:12 MDT) Jun 7, 2022

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Terry Lease, Asset Developme** Phone # **505-629-2206**

Email: **tjlease@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

GB COM DEVELOP CHALLENGE NM AMENDMENT 1

Final Audit Report 2022-06-08

Created:	2022-06-07
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbsYUn7tfSZeEOd9kTwufVu_xSatWNlHr

"GB COM DEVELOP CHALLENGE NM AMENDMENT 1" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2022-06-07 - 2:41:22 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2022-06-07 - 2:43:23 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2022-06-07 - 7:11:49 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2022-06-07 - 7:12:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2022-06-07 - 7:12:31 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2022-06-08 - 6:42:44 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2022-06-08 - 6:45:44 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2022-06-08 - 6:45:44 PM GMT

Powered by Adobe Acrobat Sign

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of Agreement with Lou Hammond in the Total Amount of $530,000 for Public Relations Services for Tourism Santa Fe; (Randy Randall, rrandall@santafenm.gov 505-955-6209).

Committee Review:
Finance Committee: 07/18/22
Quality of Life Committee: 07/20/22
Governing Body: 07/27/22

Item Type - contract

Item Owner - Randy Randall

Item Sponsor -

Item Tracking Number - 22-15164

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

VOTE SUMMARY

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Lou Hammond

Procurement Title: Public Relations Contracts for TSF

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 Tourism Santa Fe Staff Name Jordan Guenther

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jordan Guenther — TSF Marketing Director — 06/22/2022

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

JoAnn Lovato
JoAnn Lovato (Jul 5, 2022 12:08 MDT)

Contracts Supervisor — Jul 5, 2022

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 contract.

City of Santa Fe, New Mexico
Memorandum

DATE: June 22, 2022

TO: Governing Body
Finance Committee
Quality of Life

VIA: John W. Blair, City Manager
Alexis Lotero, Interim Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, Community Development Director Richard Brown

FROM: Randy Randall,TSF Executive Director Randy Randall (Jun 30, 2022 10:20 MDT)

ITEM AND ISSUE:
Request for the Approval of Agreement in the Total Amount of $530,000 for Public Relations Services for TSF; Lou Hammond; Randy Randall, rrandall@santafenm.gov. 505955-6209.

BACKGROUND AND SUMMARY:

Lou Hammond was selected to provide the public relations services to Tourism Santa Fe through RFP 22/37/P. This contract will be a 4 year term. The service fees will be, $125,000 in FY23, $131,000 in FY24, $137,000 in FY25 and $137,000 in FY26, for a grand total of $530,000.

PROCUREMENT METHOD:

The procurement method is RFP #22/37/P which expires on June 30, 2026.

CONTRACT NUMBER:
The FY23 Munis contract number pending entry 7/11/22

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Lodgers Tax Fund/Fund 213
Munis Org Name/Number: Visit Santa Fe/2130521
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval.

The City of Santa Fe
AND
TOURISM Santa Fe (TSF)

REQUEST FOR PROPOSALS (RFP)

Santa Fe Communications/Public Relations Contract for TOURISM Santa Fe

RFP#
22/37/P

RFP Release Date: **4/1/22**

Proposal Due Date: **5/11/22**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a public relations agency committed to securing earned national media for the purpose of leisure travel to Santa Fe, New Mexico. The purpose of this RFP is to increase Santa Fe's overall earned media value, while strategically positioning Santa Fe as the primary destination for the venturesome traveler.

B. BACKGROUND INFORMATION

The City of Santa Fe, TOURISM Santa Fe's (TSF) mission is to provide the promotion of economic development through tourism by positioning Santa Fe, New Mexico as a destination offering travelers world-class contemporary amenities in an authentic, beautiful, culturally and historically significant setting. The goals of TOURISM Santa Fe (TSF), through its public relations efforts, are to build awareness of Santa Fe as a premier travel destination to a diverse demographic and to promote Santa Fe as a "one of a kind" destination—inspiring visitors to come explore and discover why Santa Fe is 'The City Different.'

Santa Fe is a highly unique destination that provides unforgettable, year-round experiences and attractions. We're a place that knows who we are and who we're for. Santa Fe offers *Seekers* a full sensory adventure that's not only unique to each individual, but also changes with each and every visit. It satisfies the soul and spurs a transformation that comes from self-reflection, introspection, and digging in deeper.

In 2021, Santa Fe was voted the #4 city in Conde Nast Traveler's annual Reader's Choice Awards. Additionally, Santa Fe was recognized as the #2 best city in Travel +Leisure's World's Best Awards.

C. SCOPE OF PROCUREMENT

TOURISM Santa Fe is seeking a high caliber, experienced public relations agency to assist in further defining and meeting the City's tourism promotion goals. In collaboration with TSF, the Contractor shall perform the Detailed Scope of Work (Section IV, A) to continue to build destination brand awareness, create deep connections with the venturesome traveler, and inspire increased visitation to the city of Santa Fe.

The resulting contract will be a single award.

This procurement will be executed for a term not to exceed four (4) years.

D. PROCUREMENT MANAGER

TOURISM Santa Fe has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Jordan Guenther, Procurement Manager
Telephone: (505) 309-1194

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

   Procurement Manager: jguenther@santafenm.gov
   Central Purchasing Office: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing_RFP@santafenm.gov

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.

16. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

17. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

18. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

19. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

20. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

21. "**IT**" means Information Technology.

22. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

23. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

24. "**Multiple Source Award**" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

25. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

26. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

27. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s)s .

28. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

29. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out <u>BUT NOT</u> omitted or removed.

30. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

31. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

32. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

33. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

34. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the

Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

35. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

36. "**State (the State)**" means the State of New Mexico.

37. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

38. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

39. "**Written**" means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:
https://www.santafe.org/industry/rfp

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	4/1/22
2. Acknowledgement of Receipt Form	Potential Offerors	4/7/22
3. Pre-Proposal Conference	Requesting Department	4/8/22
4. Deadline to submit Written Questions	Potential Offerors	4/14/22
5. Response to Written Questions	Procurement Manager	4/20/22
6. Submission of Proposal	***Potential Offerors***	***5/11/22***
7.* Proposal Evaluation	Evaluation Committee	5/20/22
8.* Selection of Finalists	Evaluation Committee	5/26/22
9.* Best and Final Offers	Finalist Offerors	5/27/22
10 * Oral Presentation(s)	Finalist Offerors	6/2/22
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	6/3/22
12.* Contract Awards	Requesting Department/ Finalist Offerors	6/6/22
13.* Protest Deadline	Central Purchasing Office	+15 days

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City Tourism Department on April 1, 2022.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing_RFP@santafenm.gov , to have their organization placed on

the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on April 7, 2022.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via Zoom:

Join Zoom Meeting
https://us05web.zoom.us/j/86269326421?pwd=UjdTWFlJL2h6KzBsM0trbzR5aGErZz09

Meeting ID: 862 6932 6421
Passcode: LJ4Sf3

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing_RFP@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON May 11, 2022. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at the Santa Fe Community Convention Center (Room TBD) to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation

factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix I. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented,

and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed

to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. 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 state agency or local public body for professional

services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement 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 render the Offeror nonresponsive.

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 Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

A. **Local Preference Qualification**

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

1. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

2. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

B. **Solicitations above One Million Dollars ($1,000,000)**

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub-contracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

      - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to:
purchasing_RFP@santafenm.gov by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. **Proposal Content and Organization**

   Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

   Technical Proposal – <u>DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.</u> (Binder 1): All pages must be numbered! (80 pages maximum)

   A. Table of Contents
   B. Signed Letter of Transmittal
   C. Signed Campaign Contribution Disclosure Form
   D. Proposal Summary (Optional)
   E. Response to Contract Terms and Conditions (from Section II.C.15)
   F. Offeror's Additional Terms and Conditions (from Section II.C.16)
   G. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
      1. Organizational Experience
      2. Organizational References
      3. Oral Presentation (if applicable)
      4. Mandatory Specification
      5. Desirable Specification
      6. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
      7. Local Preferences (if applicable)
   H. Other Supporting Material (if applicable)

   Cost Proposal:

      1. Completed Cost Response Form (APPENDIX C)

   Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur <u>ONLY</u> in the Cost Proposal.**

   A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material <u>will not</u> be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **<u>DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.</u>**

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

Santa Fe is a highly unique destination that provides unforgettable, year-round experiences and attractions. We're a place that knows who we are and who we're for. Santa Fe offers *Seekers* a full sensory adventure that's not only unique to each individual, but also changes with each and every visit. It satisfies the soul and spurs a transformation that comes from self-reflection, introspection, and digging in deeper.

In 2021, Santa Fe was voted the #4 city in Conde Nast Traveler's annual Reader's Choice Awards. Additionally, Santa Fe was recognized as the #2 best city in Travel +Leisure's World's Best Awards.

The goals of TOURISM Santa Fe (TSF), through its public relations efforts, are to build awareness of Santa Fe as a premier travel destination to a diverse demographic and to promote Santa Fe as a "one of a kind" destination—inspiring visitors to come explore and discover why Santa Fe is 'The City Different.'

TOURISM Santa Fe is seeking a high caliber, experienced public relations agency to assist in further defining and meeting the City's tourism promotion goals. In collaboration with TSF, the Contractor shall perform the Scope of Work to continue to build destination brand awareness, create deep connections with the venturesome traveler, and inspire increased visitation to the city of Santa Fe.

1) This Scope of Work shall include the following:

a) Strategy:

i) Collaborate with TSF to develop a multi-year National Public Relations strategy that will:
- **(1)** integrate TSF's public relations with paid and owned media plans;
- **(2)** organically inspire targeted journalists and influencers;
- **(3)** forge strong, positive relations with journalists, editors and producers;
- **(4)** optimize digital branded content and trends with TSF's available creative assets; and
- **(5)** be updated on an annual basis, or as requested by TSF, to improve key performance metrics and apply the latest media relations trends, key lessons learned, and databased assessments.

ii) Through a storytelling approach, develop compelling key messaging that personifies Santa Fe's brand platform – *cultural courage* – and secure third-party validation of the brand promise.
- **(1)** Actively and regularly participate in marketing strategy and marketing campaign team sessions with TSF to provide recommendations and glean public relations opportunities, as directed by TSF.

iii) Propose an annual action plan incorporating an editorial pitching calendar and other scheduled media relations tactics, including but not limited to, media missions, familiarization tours, and public relations campaigns.

iv) Incorporate the following strategic principles:
- **(1)** Embed The City Different's *Brand Beliefs and Traits* into the public relations strategic framework.
- **(2)** Integrate TSF paid and owned marketing strategies, as well as optimize branded content.
- **(3)** Propose, develop, utilize and pitch evergreen content to leverage current events and HARO (Help a Reporter Out) for increased earned media, as appropriate.

(4) While considering TSF's media mix, target audiences, and creative development, assess and prioritize national, regional and interest-based media to realize public relations potential.
(5) Maximize earned media opportunities unique to Santa Fe. Some examples may include:
  (a) Significant tourism product centennials/anniversaries/milestones;
  (b) Native American Art and Culture year-round offerings and seasonal annual events;
  (c) Outdoor recreation offerings and spa/wellness offerings.

2) **Media Relations:**
  a) Draft pitches, press releases and other communication pieces as agreed upon and approved by TSF, incorporating branded content as appropriate.
  b) Manage distribution of communication pieces and track media relations activity; improve back-linking and other SEO (Search Engine Optimization) efforts.
  c) Make recommendations to showcase top-tier earned media for owned consumer-facing digital platforms.
  d) Forge new and steward existing media relations in collaboration with TSF.
  e) Coordinate with TSF to communicate with influencers, journalists, editors, and producers to develop relationships and inspire coverage through social media and other digital engagement platforms.
  f) Secure quality earned media impressions to strengthen Santa Fe's positioning amongst competitor markets.
  g) Execute public relations tactics and collaborate with tourism industry partners as agreed upon with TSF, including but not limited to, media missions, familiarization tours, and public relations campaigns.
  h) Coordinate and assist with all individual and group media familiarization tours. This includes:
    i) Developing target media list,
    ii) Recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation,
    iii) Designing invitations,
    iv) Managing responses and communications with participants,
    v) Making flight/transportation arrangements, and
    vi) Preparing a press trip itinerary for participants.
  i) Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion agency may be asked to accompany TSF Staff on appointments.
  j) In collaboration with TSF, develop a HARO query plan to optimize TSF's utilization of HARO keyword inquiries and support pitching efforts to HARO regularly.

3) **Reporting:**
  a) Propose incremental annual goals and key performance indicators, to include impressions and value, positive sentiment, search engine optimization, share of voice, media quality score, and conversion metrics.
  b) Provide ongoing strategic recommendations established from monthly and quarterly metrics and analytics assessment.
  c) Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that would include the following for each piece of coverage:
    i) publication name,
    ii) clip/copy of coverage,
    iii) publication date,
    iv) electronic link to coverage (if available), and
    v) media value and circulation or impressions.

d) Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
e) TSF may request custom reporting as necessary throughout the contract term.

B. TECHNICAL SPECIFICATIONS

Contractor shall offer a highly skilled team of public relations professionals. The team should include subject matter experts, high caliber writers and account managers with a successful track record of developing and managing a press database, press release distribution, story placement, maintaining journalist relationships and editorial calendar management.

1. Organizational Experience

Offeror **must**:

a) Provide a detailed description of relevant corporate experience with city or state government and private sector relevant to destination marketing and the tourism sector. The experience of all proposed subcontractors must be described as well. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of public relations services. All public relations services provided to private sector will also be considered.

b) Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as anyone from the agency that will be affiliated with the TSF account. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and prior experience working with a minimum of five (5) tourism/destination/hospitality industry related clients.

c) describe at least two project successes and failures of a DMO Public Relations strategy. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Submission for each Organizational Reference shall include:

a. Client name;
b. Project description;

c. Project dates (starting and ending);
d. Technical environment (i.e., software applications, internet capabilities, data communications, network, hardware);
e. Staff assigned to reference engagement that will be designated for work per this RFP; and
f. Client project manager name, telephone number, fax number and e-mail address.

3. Proposal Samples

a. **Competitive Set & Key Messaging** – There are certain cities that seem to have a "one of a kind" feel to them — places that are more than just their geography (i.e., not just a mountain town or a great beach). Provide a competitive analysis for Santa Fe's competitive set of "singular" destinations (Napa Valley, CA; Sedona, AZ; New Orleans, LA; Charleston, SC — Feel free to add others that you feel should be on this list of destinations that are "one of one" not "a dime a dozen"), while identifying potential challenges and opportunities unique to Santa Fe. Based on your competitive analysis, identify and develop several compelling key messages that position Santa Fe as a unique travel destination. Your key messages must align with the *Santa Fe's* brand promise of "cultural courage" — We're a place that knows who we are and who we're for. Santa Fe offers Seekers a full sensory adventure that's not only unique to each individual, but also changes with each and every visit. It satisfies the soul and spurs a transformation that comes from self-reflection, introspection, and digging in deeper.
b. **Media Pitch & FAM Trip** – Develop a FAM trip based on the competitive set and key messaging you propose in sample 3.a. In this sample, please include an outreach/pitch strategy for travel writers and influencers, an example list of writers/influencers who would serve as an ideal fit for proposed FAM trip, a sample itinerary for the FAM trip that fits the theme of the trip, and an action plan for follow up with participants from the trip.
c. **Goals & Key Performance Indicators** – Propose incremental, realistic goals to be measured on a monthly, quarterly and annual basis. Please outline the key performance indicators you will reference to evaluate the success of ongoing strategies and describe the methodology for setting and reaching the goals.

4. Mandatory Specifications

a) Maximum page limit for entire Proposal is 80 pages.
b) Contractor must have experience working with national and regional print, online, and broadcast media outlets in addition to experience working with Destination Management Organizations (DMO) and/or hospitality organizations.
c) Contractor shall have a minimum of five (5) years of experience in providing tourism related public relations services including:
   i. writing media outreach communications,
   ii. managing press contacts,
   iii. media coverage monitoring,
   iv. editorial calendar pitch planning and management services.
d) Contractor shall have prior experience working with a minimum of five (5) tourism/destination/hospitality industry related clients.
e) Contractor shall show measure of successful press relationships and earned media coverage success.

5. **Desirable Specification**

a) **Client Relations:**
   i. TSF wants to be an important client to the contractor and requires a depth of staff and experience to handle future growth in public relations efforts. The contractor should identify where TSF would rank on its client list.

b) **Agency Experience:**
   i. Contractor must have strong b2b and b2c experience, particularly with governmental entities and/or DMOs. Agency experience of increasing visitor travel is very important as is experience working with clients reporting to complex stakeholder groups such as city staff, elected officials and community and business leaders. Experience in leveraging/maximizing resources is also desired.

c) **Agency Capabilities:**
   i. Throughout the course of the proposal review process, the TSF review committee expects to meet the key individuals that will be assigned to the account. The account director should be an experienced leader, proactive, detail-oriented, be committed to TSF objectives and needs to have the ability to *make things happen* at the agency.
   ii. The agency team should understand DMO public relations and share with the client the excitement and passion for the growth of our world-renowned city. Strong project management and budget skills as well as proactive thinking and planning are a must. It is also important that the team be able to work in a collaborative way and be committed to a long-term partnership with TSF, creative partners, and community tourism related businesses.
   iii. TSF requires that the Contractor functions as a committed, deeply immersed member of the TSF marketing team. The Contractor shall be capable of providing high level counsel on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors and specific programs designed to meet the needs of individual Santa Fe stakeholder groups such as City government, the hospitality community, the arts community and various other important constituents. The agency is required to participate in TSF creative meetings (conference calls) on a bi-weekly and quarterly basis.
   iv. Contractor must have a track record of innovative and strategically grounded public relations work. TSF is particularly interested in seeing how a high-level brand strategy translates into messages communicated to a wide variety of publications and media outlets. The agency must demonstrate its strength in writing, particularly in taking a complex destination which has a significant amount of existing iconic imagery and turning it into a simple, easily understood communications vehicle. Contractor must submit a minimum of three (3) samples of previous media coverage and define agency's role in securing each story placement.
   v. Public Relations is an important element of TSF's marketing plan and communications mix. Of particular interest are Contractor examples of innovative and effective PR strategies for both developing visitor awareness and inspiring first time or return visits to our city.
   vi. Contractor must submit personnel details, cost proposed for annual contract and detail any additional charges or expenses. Submission should indicate agency team structure, including key personnel that will be assigned to this account, as well as their bios.
   vii. Contractor must correspond in a timely manner via e-mail, phone, fax, letters, memos etc., to all media who request information about Santa Fe.
   viii. Contractor may be requested to accompany TSF personnel on travel as necessary.

6. Oral Presentation

If selected as a Finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request Finalist(s) to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. Dunn & Bradstreet report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by Contractor's ability to structure cost as an annual contracted total sum, billed monthly.
All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

5. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B.1. Organizational Experience	150
B.2. Organizational References	100
B.3. Proposal Samples:	
Sample 1 – Competitive Set & Key Messaging	200
Sample 2 – Media Pitch & FAM Trip	200
Sample 3 – Goals & Key Messaging	200
B.4. Mandatory Specifications	200
Proposal no more than 80 pages in length	Pass/Fail
B.5. Desirable Specifications	200
B.6. Oral Presentation	100
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	150
TOTAL POINTS AVAILABLE	**1,500**
City of Santa Fe Local Preference (3%) per Section IV C.5.	**3%**

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Proposal Samples

Points will be awarded based upon an evaluation of the proposal samples provided by each Offeror. Scoring will be based on the following criteria with points awarded according to the quality, organization and effectiveness of the content of the three mandatory samples. Lack of a response will be awarded zero (0) points.

By utilizing the research data provided in the procurement library, Offeror must provide the following three (3) samples for review and scoring:

a. **Competitive Set & Key Messaging** –There are certain cities that seem to have a "one of a kind" feel to them — places that are more than just their geography (i.e., not just a mountain town or a great beach). Provide a competitive analysis for Santa Fe's competitive set of "singular" destinations (Napa Valley, CA; Sedona, AZ; New Orleans, LA; Charleston, SC — Feel free to add others that you feel should be on this list of destinations that are "one of one" not "a dime a dozen"), while identifying potential challenges and opportunities unique to Santa Fe. Based on your competitive analysis, identify and develop several compelling key messages that position Santa Fe as a unique travel destination. Your key messages must align with the *Santa Fe's* brand promise of "cultural courage" — We're a place that knows who we are and who we're for. Santa Fe offers Seekers a full sensory adventure that's not only unique to each individual, but also changes with each and every visit. It satisfies the soul and spurs a transformation that comes from self-reflection, introspection, and digging in deeper.
b. **Media Pitch & FAM Trip** – Develop a FAM trip based on the competitive set and key messaging you propose in sample 3.a. In this sample, please include an outreach/pitch strategy for travel writers and influencers, an example list of writers/influencers who would serve as an ideal fit for proposed FAM trip, a sample itinerary for the FAM trip that fits the theme of the trip, and an action plan for follow up with participants from the trip.
c. **Goals & Key Performance Indicators** – Propose incremental, realistic goals to be measured on a monthly, quarterly and annual basis. Please outline the key performance indicators you will reference to evaluate the success of ongoing strategies and describe the methodology for setting and reaching the goals.

4. B.4 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. Scoring will be based on the Offeror's ability to demonstrate experience working with national and regional print, online, and broadcast media outlets in addition to experience working with Destination Management Organizations (DMO) and/or hospitality organizations. Lack of a response will be awarded zero (0) points.

Page Limit - Proposal must not be more than 80 pages in length. Pass/Fail only. No points assigned.

5. **B.5 Desirable Specifications**

   Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. Scoring will be based on the Offeror's ability to demonstrate effective Client Relations, Agency Experience, and Agency Capabilities. Lack of a response will be awarded zero (0) points.

6. **B.6 Oral Presentation**

   If the Evaluation Committee requests Finalist(s) to provide an oral presentation of the proposal, points will be awarded based upon the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required, no points will be awarded in this category).

7. **C.1 Financial Stability (See Table 1)**

   Pass/Fail only. No points assigned.

8. **C.2 Letter of Transmittal (See Table 1)**

   Pass/Fail only. No points assigned.

9. **C.3 Campaign Contribution Disclosure Form (See Table 1)**

   Pass/Fail only. No points assigned.

10. **C.4 Cost (See Table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

11. **C.7. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract

is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

Santa Fe Communications/Public Relations Contract for TOURISM Santa Fe

22/37/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted on or before the date as indicated in Section II.A, Sequence of Events. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX I.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing_RFP@santafenm.gov
Subject Line: **22/37/P Communications/Public Relations for TOURISM Santa Fe**

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:_____

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

Signature _____ Date _____

Title (position) _____

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Signature _____ Date _____

Title (Position) _____

APPENDIX C
COST RESPONSE FORM

Please provide a detailed breakdown of the annual cost to perform the scope of work as outlined in the Detailed Scope of Work. Structure cost as an annual contracted total sum, billed monthly. Please include any categorical distinctions. The format is not defined, but a cost proposal must include any and all items that will generate a cost to the Agency.

Description	Type	Quantity	Cost per Item

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price: $_____

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price: $_____

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price: $_____

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price: $_____

APPENDIX D
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 22/37/P

1. **Identify the following information for the submitting organization:**

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.** (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing_RFP@santafenm.gov on or before the date indicated in Section II.A, Sequence of Events for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 22/37P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, as indicated in Section II.A, Sequence of Events via e-mail at:

Name: Central Purchasing Office
Email: Purchasing_RFP@santafenm.gov

Forms must be submitted on or before the date indicated in Section II.A, Sequence of Events and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: jguenther@santafenm.gov
Central Purchasing Office: purchasing_RFP@santafenm.gov

When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX F
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX G

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the and known key personnel needs to describe the conflict.

The agrees that, if after award, an organizational conflict of interest is discovered, the makes an immediate and full written disclosure to the City that includes a description of the action that the has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded for the duration of this firm's involvement in the contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the contract.

I certify that this firm will keep all contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this

firm leaves this contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

_____

Authorized Representative/Title:

_____

Phone Number:

_____

Fax Number:

_____

E-mail Address:

_____

Signature:

_____

Date:

_____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX H

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2022 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.95 PER HOUR

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Who is Required to Pay the Living Wage?

- **Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;**
- **Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;**
- **Businesses required to have a business license or registration from the City; and**
- **Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.**
- **For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.**
- **All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.**

More Information, including the Living Wage Ordinance, is available at
www.santafenm.gov/living_wage_information

APPENDIX I

DRAFT CONTRACT

Item#_____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

WHEREAS, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work**.
The Contractor shall provide the following services-for the City:

Strategy:

A. Collaborate with TSF to develop a multi-year National Public Relations strategy that will:
   1) integrate TSF's public relations with paid and owned media plans;
   2) organically inspire targeted journalists and influencers;
   3) forge strong, positive relations with journalists, editors and producers;
   4) optimize digital branded content and trends with TSF's available creative assets; and
   5) be updated on an annual basis, or as requested by TSF, to improve key performance metrics and apply the latest media relations trends, key lessons learned, and databased assessments.

B. Through a storytelling approach, develop compelling key messaging that personifies Santa Fe's brand platform – *cultural courage* – and secure third-party validation of the brand promise.

C. Actively and regularly participate in marketing strategy and marketing campaign team sessions with TSF to provide recommendations and glean public relations opportunities, as directed by TSF.

D. Propose an annual action plan incorporating an editorial pitching calendar and other scheduled media relations tactics, including but not limited to, media missions, familiarization tours, and public relations campaigns.

E. Incorporate the following strategic principles:
   1) Embed The City Different's *Brand Beliefs and Traits* into the public relations strategic framework.
   2) Integrate TSF paid and owned marketing strategies, as well as optimize branded content.
   3) Propose, develop, utilize and pitch evergreen content to leverage current events and HARO (Help a Reporter Out) for increased earned media, as appropriate.
   4) While considering TSF's media mix, target audiences, and creative development, assess and prioritize national, regional and interest-based media to realize public relations potential.
   5) Maximize earned media opportunities unique to Santa Fe. Some examples may include:
      a) Significant tourism product centennials/anniversaries/milestones;
      b) Native American Art and Culture year-round offerings and seasonal annual events;
      c) Outdoor recreation offerings and spa/wellness offerings.

Media Relations:

A. Draft pitches, press releases and other communication pieces as agreed upon and approved by TSF, incorporating branded content as appropriate.

B. Manage distribution of communication pieces and track media relations activity; improve back-linking and other SEO (Search Engine Optimization) efforts.

C. Make recommendations to showcase top-tier earned media for owned consumer-facing digital platforms.
D. Forge new and steward existing media relations in collaboration with TSF.
E. Coordinate with TSF to communicate with influencers, journalists, editors, and producers to develop relationships and inspire coverage through social media and other digital engagement platforms.
F. Secure quality earned media impressions to strengthen Santa Fe's positioning amongst competitor markets.
G. Execute public relations tactics and collaborate with tourism industry partners as agreed upon with TSF, including but not limited to, media missions, familiarization tours, and public relations campaigns.
H. Coordinate and assist with all individual and group media familiarization tours. This includes:
    1) Developing target media list,
    2) Recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation,
    3) Designing invitations,
    4) Managing responses and communications with participants,
    5) Making flight/transportation arrangements, and
    6) Preparing a press trip itinerary for participants.
I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion agency may be asked to accompany TSF Staff on appointments.
J. In collaboration with TSF, develop a HARO query plan to optimize TSF's utilization of HARO keyword inquiries and support pitching efforts to HARO regularly.

Reporting:

A. Propose incremental annual goals and key performance indicators, to include impressions and value, positive sentiment, search engine optimization, share of voice, media quality score, and conversion metrics.
B. Provide ongoing strategic recommendations established from monthly and quarterly metrics and analytics assessment.
C. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that would include the following for each piece of coverage:
    1) publication name,
    2) clip/copy of coverage,
    3) publication date,
    4) electronic link to coverage (if available), and
    5) media value and circulation or impressions.
D. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
E. TSF may request custom reporting as necessary throughout the contract term.

2. **Standard of Performance; Licenses.**

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

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

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

(OR CHOICE – MULTI-YEAR –

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

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 _____ dollars ($_____) in (FYXX) through (FYXX) (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor.

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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 **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Entire Agreement.

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

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

15. 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.

16. 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.

17. Applicable Law.

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

18. 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.

19. 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.

20. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and

$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

21. Records and Financial Audit.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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: [Jordan Guenther, 201 W. Marcy Street, Santa Fe, NM 87501 and jguenther@santafenm.gov]

To the Contractor: [insert name, address and email].

27. 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.

28. 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.

29. Non-Collusion.

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

30. Default/Breach.

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

31. Equitable Remedies.

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

32. Default and Force Majeure.

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

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#.

DATE: June 3, 2022

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Jordan Guenther, Procurement Manager
TOURISM Santa Fe

SUBJECT: Evaluation Committee Report, *Santa Fe Communications/Public Relations Contract for TOURISM Santa Fe,* RFP # 22/37/P

In accordance with the Request for Proposals for *Santa Fe Communications/Public Relations Contract for TOURISM Santa Fe* issued April 1, 2022, four (4) responses were submitted from the following Offerors: The Abbi Agency, Good Relations, Lou Hammond Group, and Zimmerman Agency, and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Committee Member 1: Randy Randall, Executive Director, TOURISM Santa Fe
Committee Member 2: Jordan Guenther, Director of Marketing, TOURISM Santa Fe
Committee Member 3: Joanne Hudson, Public Relations Manager, TOURISM Santa Fe
Committee Member 4: Molly Ryckman, VP of Sales & Marketing, Heritage Hotels
Committee Member 5: Audrey Nadia Rubinstein, Owner/Publicist, The METTA Agency

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- **Friday, May 13, 2022, 3:10 p.m. MDT**: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- **Friday, May 20, 2022, 9:00 a.m. MDT**: Evaluation Committee met to review Offeror technical proposal(s), discuss individual score sheets, and come to consensus.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (150 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	122	103	145.4	124

Organizational Experience

Specifications:

a) Provide a detailed description of relevant corporate experience with city or state government and private sector relevant to destination marketing and the tourism sector. The experience of all proposed subcontractors must be described as well. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of public relations services. All public relations services provided to private sector will also be considered.

b) Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as anyone from the agency that will be affiliated with the TSF account. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and prior experience working with a minimum of five (5) tourism/destination/hospitality industry related clients.

c) describe at least two project successes and failures of a Destination Marketing Organization (DMO) Public Relations strategy. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

[THE ABBI AGENCY]

The Evaluation Committee awarded The Abbi Agency 122 points based on the Offeror's response.

The Abbi Agency proposal provided a response that listed relevant experience with more than twelve (12) city/DMO clients. Key personnel bios were provided and include their prior experience and current tourism/DMO clients. The proposal lacked a detailed narrative describing how the offeror has supplied expertise to similar contracts. The proposal included two project success case studies and two failures with description of what was learned to improve services.

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 103 points based on the Offeror's response.

The Good Relations proposal references several relevant clients in tourism/hospitality, but the Committee found it concerning that the clients and experience that were detailed are more corporate and countrywide clients not city/DMO clients. Newport Beach, CA is the only city client referenced and none of the project examples reflect their experience with that city DMO account. The proposal only provided details on expertise and experience for three clients. The key personnel bios were included and mention education and experience, however much of the experience referenced for Liam, Toby and Olivia is not DMO/city related experience. The proposal included two project success case studies and two failures with description of what was learned to improve services.

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 145.4 points based on the Offeror's response.

The Lou Hammond Group provided a detailed response that shows relevant experience with more than thirty (30) tourism/DMO clients. The proposal included the education and tourism client experience for each key personnel in the bios. Two project success case studies and one project failure plus case study, with description of what was learned to improve services, was included in their response.

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 124 points based on the Offeror's response.

The Zimmerman Agency proposal provided a basic list response that shows relevant experience with more than fifteen DMO clients that are a mix of city, regional and state organizations. The key personnel bios do include education and prior tourism/DMO client experience. While they included two project success case studies from city DMO clients, they did not include any failures or detail on what was learned from the projects to improve services.

Section IV.B.2, Organizational References (100 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	66.66	66.66	66.66	66.66

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

[THE ABBI AGENCY]

The Evaluation Committee awarded The Abbi Agency 66.66 points based on the Offeror's response.

Two of the three requested references were provided for The Abbi Agency.

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 66.66 points based on the Offeror's response.

Two of the three requested references were provided for Good Relations.

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 66.66 points based on the Offeror's response.

Two of the three requested references were provided for Lou Hammond Group.

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 66.66 points based on the Offeror's response.

Two of the three requested references were provided for Zimmerman Agency

Section IV.B.3, Proposal Samples – A. Competitive Set & Key Messaging (200 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	154	153	181	30

A. Competitive Set & Key Messaging

Specifications:

There are certain cities that seem to have a "one of a kind" feel to them — places that are more than just their geography (i.e., not just a mountain town or a great beach). Provide a competitive analysis for Santa Fe's competitive set of "singular" destinations (Napa Valley, CA; Sedona, AZ; New Orleans, LA; Charleston, SC — Feel free to add others that you feel should be on this list of destinations that are "one of one" not "a dime a dozen"), while identifying potential challenges and opportunities unique to Santa Fe. Based on your competitive analysis, identify and develop several compelling key messages that position Santa Fe as a unique travel destination. Your key messages must align with the Santa Fe's brand promise of "cultural courage" — We're a place that knows who we are and who we're for. Santa Fe offers Seekers a full sensory adventure that's not only unique to each individual, but also changes with each and every visit. It satisfies the soul and spurs a transformation that comes from self-reflection, introspection, and digging in deeper.

Evaluation Factors:

Points will be awarded based upon an evaluation of the proposal samples provided by each Offeror. Scoring will be based on the following criteria with points awarded according to the quality, organization and effectiveness of the content of the three mandatory samples. Lack of a response will be awarded zero (0) points.

[THE ABBI AGENCY]

The Evaluation Committee awarded The Abbi Agency 154 points based on the Offeror's response.

The Abbi Agency proposal provided four themes that resonated to the Evaluation Committee. The Committee liked the inclusion of target audience personas. The analysis of competitive set cities is underdeveloped and only references SEO/Keyword and share of voice comparisons. The proposal was light on describing the opportunities unique to Santa Fe among the competitive set. The key messages identified show above average understanding of the destination and are compelling for brand positioning.

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 153 points based on the Offeror's response.

The Good Relations proposal provided a straightforward competitive analysis. The Committee appreciated the addition of Austin to the list of cities. The Key messages were too broad and not distinct enough and show only an average understanding of the destination. The proposal gave the impression that the key messages were adapted directly from santafe.org and the existing Santa Fe brand pillars.

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 181 points based on the Offeror's response.

The Lou Hammond Group proposal showed strengths and weaknesses in the competitive analysis, but the conclusion about what that means for Santa Fe should be deeper. The Committee appreciated that the proposal provided a detailed and well-developed analysis of the competitive set cities, however it lacked detail on challenges and opportunities unique to Santa Fe among the competitive set. The Key messages identified show an above average understanding of the destination and are compelling for brand positioning. The Evaluation Committee appreciated that different staff members are assigned to the competitive set destination cities.

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 30 points based on the Offeror's response.

The Zimmerman Agency proposal did not provide a competitive analysis as requested nor did it mention or provide analysis for the competitive set cities. No key messages were identified in the proposal as requested. The committee found an error where a photo of Mexico City was used instead of Santa Fe.

Section IV.B.3, Proposal Samples – B. Media Pitch & FAM Trip (200 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	176	169	173	0

B. Media Pitch & FAM Trip

Specifications:

Develop a FAM trip based on the competitive set and key messaging you propose in sample 3.a. In this sample, please include an outreach/pitch strategy for travel writers and influencers, an example list of writers/influencers who would serve as an ideal fit for proposed FAM trip, a sample itinerary for the FAM trip that fits the theme of the trip, and an action plan for follow up with participants from the trip.

Evaluation Factors:

Points will be awarded based upon an evaluation of the proposal samples provided by each Offeror. Scoring will be based on the following criteria with points awarded according to the quality, organization and effectiveness of the content of the three mandatory samples. Lack of a response will be awarded zero (0) points.

[THE ABBI AGENCY]

The Evaluation Committee awarded The Abbi Agency 176 points based on the Offeror's response.

The Abbi Agency proposal provided an example list of media that was small, but the Committee found it to be thoughtfully curated and provided a full FAM sample itinerary for one individual on the list. The response also identified audience personas that would be considered when pitching and looking for journalists to match those personas. The Evaluation Committee appreciated the PitchTok, the deskside VR

idea, and the bevy of journalists and their association. The Evaluation Committee also appreciated the additional Writer-in-Residence and his story angles based on personas. The evergreen media strategies were a great addition.

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 169 points based on the Offeror's response.

The Good Relations proposal was very well organized. The example list of media targets was split between traditional and influencer and the traditional included a nice mix of national and regional outlets. The proposal provide detail on the process and steps that the agency would take to execute, however the itinerary was a broad overview that tried to cover too much and missed some key attractions. The Committee thought that the Thought-Starter ideas at the end are great.

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 173 points based on the Offeror's response.

The Lou Hammond Group proposal provided an example list of media targets. The focus was primarily on national outlets and the Evaluation Committee found a missed opportunity for regional publications. The itinerary sample tied directly to the key message of "Santa Fe for the Senses," however it was a fairly broad overview and needed more detail.

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 0 points based on the Offeror's response.

The Zimmerman Agency proposal did not provide a media example list or sample itinerary as requested.

Section IV.B.3, Proposal Samples – C. Goals & Key Performance Indicators (200 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	146	185	181	62

C. Goals & Key Performance Indicators

Specifications:

Propose incremental, realistic goals to be measured on a monthly, quarterly and annual basis. Please outline the key performance indicators you will reference to evaluate the success of ongoing strategies and describe the methodology for setting and reaching the goals.

Evaluation Factors:

Points will be awarded based upon an evaluation of the proposal samples provided by each Offeror. Scoring will be based on the following criteria with points awarded according to the quality, organization and effectiveness of the content of the three mandatory samples. Lack of a response will be awarded zero (0) points.

[THE ABBI AGENCY]

The Evaluation Committee awarded The Abbi Agency 146 points based on the Offeror's response.

The Abbi Agency proposal provided a detailed description of the methodology and broad metrics that they propose using to evaluate success, and the response focused on share of voice and power of voice. The proposal described their philosophy of measuring "Growth PR," and the importance of linkbacks and tying coverage to website analytics. However, the committee found it lacking because there were no specific numbers or goals established for Santa Fe to be measured on a monthly, quarterly, or annual basis.

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 185 points based on the Offeror's response.

The Good Relations proposal provided a description of their "Reporting Scorecard" methodology which included measuring both relevance and reach key performance indicators. The proposal provided detailed numbers tied to Santa Fe goals to be measured on an annual basis.

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 181 points based on the Offeror's response.

The Lou Hammond Group proposal provided a description of the exact goals with target numbers that they would set for the first year of the contract. The key performance indicators were a mix of quantitative and qualitative goals. However, it lacked detail on the methodology for setting and evaluating the goals.

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 62 points based on the Offeror's response.

The Zimmerman Agency proposal provided information on the general agency methodology and process for tracking key performance indicators, however there were no specifics provided about the exact goals or measurements for Santa Fe on a monthly, quarterly, or annual basis.

Section IV.B.4, Mandatory Specifications (200 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	192	171	200	196

Mandatory Specifications

Specifications:

a) Maximum page limit for entire Proposal is 80 pages.

b) Contractor must have experience working with national and regional print, online, and broadcast media outlets in addition to experience working with Destination Management Organizations (DMO) and/or hospitality organizations.

c) Contractor shall have a minimum of five (5) years of experience in providing tourism related public relations services including:

i. writing media outreach communications,

ii. managing press contacts,

iii. media coverage monitoring,

iv. editorial calendar pitch planning and management services.

d) Contractor shall have prior experience working with a minimum of five (5) tourism/destination/hospitality industry related clients.

e) Contractor shall show measure of successful press relationships and earned media coverage success.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. Scoring will be based on the Offeror's ability to demonstrate experience working with national and regional print, online, and broadcast media outlets in addition to experience working with Destination Management Organizations (DMO) and/or hospitality organizations. Lack of a response will be awarded zero (0) points.

Page Limit - Proposal must not be more than 80 pages in length. Pass/Fail only. No points assigned (Pass/Fail)

[THE ABBI AGENCY]

The Evaluation Committee awarded Abbi Agency 192 points based on the Offeror's response.

The Abbi Agency proposal demonstrated experience working with national and regional print, online, and broadcast media outlets in addition to experience working with a minimum of five Destination Marketing Organizations (DMO) and/or hospitality organizations, however, the committee would have liked more detail on the experience and services provided to past and current clients. The proposal passed the 80-page limit requirement.

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 171 points based on the Offeror's response.

The Good Relations proposal meets all specifications except for prior experience working with a minimum of five (5) tourism/destination/hospitality industry related clients for a minimum of five (5) years. The proposal only provides three clients and for those three mentioned only shows 2-4 years of tenure providing tourism PR services. The proposal passed the 80-page limit requirement.

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 200 points based on the Offeror's response.

The Lou Hammond Group proposal demonstrated experience working with national and regional print, online, and broadcast media outlets in addition to experience working with more than five Destination Marketing Organizations (DMO) and/or hospitality organizations. The proposal passed the 80-page limit requirement.

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 196 points based on the Offeror's response.

The Zimmerman Agency proposal demonstrated experience working with national and regional print, online and broadcast media outlets in addition to experience working with more than five Destination Marketing Organizations (DMO) and/or hospitality organizations. The proposal passed the 80-page limit requirement.

Section IV.B.5, Desirable Specifications (200 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	171	181.8	200	143

Desirable Specifications

Specifications:

a) Client Relations:

i. TSF wants to be an important client to the contractor and requires a depth of staff and experience to handle future growth in public relations efforts. The contractor should identify where TSF would rank on its client list.

b) Agency Experience:

i. Contractor must have strong b2b and b2c experience, particularly with governmental entities and/or DMOs. Agency experience of increasing visitor travel is very important as is experience working with clients reporting to complex stakeholder groups such as city staff, elected officials and community and business leaders. Experience in leveraging/maximizing resources is also desired.

c) Agency Capabilities:

i. Throughout the course of the proposal review process, the TSF review committee expects to meet the key individuals that will be assigned to the account. The account director should be an experienced leader, proactive, detail-oriented, be committed to TSF objectives and needs to have the ability to make things happen at the agency.

ii. The agency team should understand DMO public relations and share with the client the excitement and passion for the growth of our world-renowned city. Strong project management and budget skills as well as proactive thinking and planning are a must. It is also important that the team be able to work in a collaborative way and be committed to a long-term partnership with TSF, creative partners, and community tourism related businesses.

iii. TSF requires that the Contractor functions as a committed, deeply immersed member of the TSF marketing team. The Contractor shall be capable of providing high level counsel on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors and specific programs designed to meet the needs of individual Santa Fe stakeholder groups such as City government, the hospitality community, the arts community and various other important constituents. The agency is required to participate in TSF creative meetings (conference calls) on a bi-weekly and quarterly basis.

iv. Contractor must have a track record of innovative and strategically grounded public relations work. TSF is particularly interested in seeing how a high-level brand strategy translates into messages communicated to a wide variety of publications and media outlets. The agency must demonstrate its strength in writing, particularly in taking a complex destination which has a significant amount of existing iconic imagery and turning it into a simple, easily understood communications vehicle. Contractor must submit a minimum of three (3) samples of previous media coverage and define agency's role in securing each story placement.

v. Public Relations is an important element of TSF's marketing plan and communications mix. Of particular interest are Contractor examples of innovative and effective PR strategies for both developing visitor awareness and inspiring first time or return visits to our city.

vi. Contractor must submit personnel details, cost proposed for annual contract and detail any additional charges or expenses. Submission should indicate agency team structure, including key personnel that will be assigned to this account, as well as their bios.

vii. Contractor must correspond in a timely manner via e-mail, phone, fax, letters, memos etc., to all media who request information about Santa Fe.

viii. Contractor may be requested to accompany TSF personnel on travel as necessary.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. Scoring will be based on the Offeror's ability to demonstrate effective Client Relations, Agency Experience, and Agency Capabilities. Lack of a response will be awarded zero (0) points.

[THE ABBI AGENCY]

The Evaluation Committee awarded Abbi Agency 171 points based on the Offeror's response.

The Abbi Agency proposal directly addresses many of the desirable specs and provides additional case studies to demonstrate agency capability and successes with other city/DMO clients. The Evaluation Committee found the proposal to lack organization making it difficult to read and follow.

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 181.8 points based on the Offeror's response.

The Good Relations proposal directly addresses many of the desirable specifications and provides information on their agency connection to a greater network around the world. However, the committee found the information provided about the structure of the agency and international offices to be confusing and bring up questions about agency capabilities.

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 200 points based on the Offeror's response.

The Lou Hammond Group proposal provided testimonial quotes from other clients and addresses many of the desirable specifications to showcase the agency's capabilities and understanding of destination public relations. The committee appreciated that the response also included creative strategy ideas for media mission and market takeover events.

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 143 points based on the Offeror's response.

The Zimmerman Agency proposal provided a broad overview of approach and methodology. While the proposal addressed many of the desirable specifications, the content provided was generic and not specific to their interest in Santa Fe.

Section IV.B.6, Oral Presentation (100 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	0	0	0	0

Oral Presentation

Specifications:

If selected as a Finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request Finalist(s) to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

If the Evaluation Committee requests Finalist(s) to provide an oral presentation of the proposal, points will be awarded based upon the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required, no points will be awarded in this category).

The Evaluation Committee elected to not have Oral Presentations, therefore no points were assigned.

Section IV. C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	PASS	PASS	PASS	PASS

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding year, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal Form (Pass/Fail)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	PASS	PASS	PASS	PASS

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	PASS	PASS	PASS	PASS

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.4, Proposed Fees/Cost/Budget (150 Total Points)

	THE ABBI AGENCY	GOOD RELATIONS	LOU HAMMOND GROUP	ZIMMERMAN AGENCY
Offeror Points	138.48	133.93	150	132.04

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Is fee reasonable for scope and schedule? Complete budget and an accompanying narrative that outlines the expenses that will be needed to operate the workforce development program. Define the amount of matching dollars and in-kind services in the budget; how they will be used

1. Description of funding requested

2. Number of years of funding request

3. Outline how you will phase out City funding for your program

4. Delineate funds from other sources

5. Specify if you will be maximizing or applying for federal, state or other funding sources.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:
Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

[THE ABBI AGENCY]

The Evaluation Committee awarded The Abbi Agency 138.48 points based on the Offeror's response.

$125,000
----------= .923 X 150 = 138.48
$135,400

[GOOD RELATIONS]

The Evaluation Committee awarded Good Relations 133.93 points based on the Offeror's response.

$125,000
----------= .892 X 150 = 133.93
$140,000

[LOU HAMMOND GROUP]

The Evaluation Committee awarded Lou Hammond Group 150 points based on the Offeror's response.

$125,000
----------= 1 X 150 = 150
$125,000

[ZIMMERMAN AGENCY]

The Evaluation Committee awarded Zimmerman Agency 132.04 points based on the Offeror's response.

$125,000
----------= .88 X 150 = 132.04
$142,000

Section IV.C.5. NM Preferences

	[THE ABBI AGENCY]	[GOOD RELATIONS]	[LOU HAMMOND GROUP]	[ZIMMERMAN AGENCY]
NM Business Preference	0	0	0	0
NM Veterans Preference	0	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

[THE ABBI AGENCY]

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

[GOOD RELATIONS]

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

[LOU HAMMOND GROUP]

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

[ZIMMERMAN AGENCY]

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Santa Fe Communications/Public Relations Contract for TOURISM Santa Fe
RFP # RFP # 22/37/P

Evaluation Summary

	The Abbi Agency	Good Relations	Lou Hammond Group	Zimmerman Agency
Section IV.B 1. Technical Specifications Organizational Experience (150 Points)	122	103	145.4	124
Section IV.B 2. Technical Specifications Organizational References (100 Points)	66.66	66.66	66.66	66.66
Section IV.B.3. Technical Specifications Proposal Samples (Sample 1) (200 Points)	154	153	181	30
Section IV.B.3. Technical Specifications Proposal Samples (Sample 2) (200 Points)	176	169	173	0
Section IV.B.3. Technical Specifications Proposal Samples (Sample 3) (200 Points)	146	185	181	62
Section IV.B 4. Technical Specifications Mandatory Specification (200 Points)	192	171	200	196
Section IV.B.4. Technical Specifications Proposal no more than 80 pages in length (Pass/Fail)	Pass	Pass	Pass	Pass
Section IV.B 5. Technical Specifications Desirable Specification (200 Points)	171	181.8	200	143
Section IV.B 6. Technical Specifications Oral Presentation (100 Points)	0	0	0	0
Section IV.C 1. Business Specifications Financial Stability (Pass/Fail)	Pass	Pass	Pass	Pass
Section IV.C 2. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	Pass	Pass	Pass
Section IV.C 3. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass	Pass	Pass	Pass
Section IV.C 4. Business Specifications Cost (150 Points)	138.48	133.93	150	132.04
Section IV.C 5. Business Specifications City of Santa Fe Local preference (3%) per Section C.5.	0	0	0	0
TOTAL POINTS AWARDED	**1166.14**	**1163.39**	**1295.06**	**769.7**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the Santa Fe Communications/Public Relations RFP #22/37/P to the proposal receiving the highest score.; Lou Hammond Group; subject to agreement between the City of Santa Fe and the selected Offeror. Awarding a contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe.

Committee Signature Approval

Randy Randall (Jun 5, 2022 11:58 MDT)

Randy Randall
Evaluation Committee Member

Jun 5, 2022
Date

Joanne Hudson (Jun 5, 2022 15:41 MDT)

Joanne Hudson
Evaluation Committee Member

Jun 5, 2022
Date

Molly Ryckan (Jun 5, 2022 17:03 MDT)

Molly Ryckman
Evaluation Committee Member

Jun 5, 2022
Date

Audrey Nadia Rubinstein
Evaluation Committee Member

Jun 6, 2022
Date

Jordan Guenther (Jun 6, 2022 11:14 MDT)

Jordan Guenther
Procurement Manager

Jun 6, 2022
Date

Chief Procurement Officer Signature Approval

Fran Dunaway (Jun 6, 2022 13:38 MDT)

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Jun 6, 2022
Date

Item#_____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

WHEREAS, the Contractor does hereby accept its designation as a Public Relations firm for the City, as set forth in this Agreement; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.
The Contractor shall provide the following services-for the City:

Strategy:

A. Collaborate with Tourism Santa Fe (TSF) to develop a multi-year National Public Relations strategy that will:
   1) integrate TSF's public relations with paid and owned media plans;
   2) organically inspire targeted journalists and influencers;
   3) forge strong, positive relations with journalists, editors and producers;
   4) optimize digital branded content and trends with TSF's available creative assets; and

5) be updated on an annual basis, or as requested by TSF, to improve key performance metrics and apply the latest media relations trends, key lessons learned, and databased assessments.

B. Through a storytelling approach, develop compelling key messaging that personifies Santa Fe's brand platform – *cultural courage* – and secure third-party validation of the brand promise.

C. Actively and regularly participate in marketing strategy and marketing campaign team sessions with TSF to provide recommendations and glean public relations opportunities, as directed by TSF.

D. Propose an annual action plan incorporating an editorial pitching calendar and other scheduled media relations tactics, including but not limited to, media missions, familiarization tours, and public relations campaigns.

E. Incorporate the following strategic principles:

1) Embed The City Different's *Brand Beliefs and Traits* into the public relations strategic framework.

2) Integrate TSF paid and owned marketing strategies, as well as optimize branded content.

3) Propose, develop, utilize and pitch evergreen content to leverage current events and HARO (Help a Reporter Out) for increased earned media, as appropriate.

4) While considering TSF's media mix, target audiences, and creative development, assess and prioritize national, regional and interest-based media to realize public relations potential.

5) Maximize earned media opportunities unique to Santa Fe. Some examples may include:

a) Significant tourism product centennials/anniversaries/milestones;

b) Native American Art and Culture year-round offerings and seasonal annual events;

c) Outdoor recreation offerings and spa/wellness offerings.

Media Relations:

A. Draft pitches, press releases and other communication pieces as agreed upon and approved by TSF, incorporating branded content as appropriate.

B. Manage distribution of communication pieces and track media relations activity; improve back-linking and other SEO (Search Engine Optimization) efforts.

C. Make recommendations to showcase top-tier earned media for owned consumer-facing digital platforms.

D. Forge new and steward existing media relations in collaboration with TSF.

E. Coordinate with TSF to communicate with influencers, journalists, editors, and producers to develop relationships and inspire coverage through social media and other digital engagement platforms.

F. Secure quality earned media impressions to strengthen Santa Fe's positioning amongst competitor markets.

G. Execute public relations tactics and collaborate with tourism industry partners as agreed upon with TSF, including but not limited to, media missions, familiarization tours, and public relations campaigns.
H. Coordinate and assist with all individual and group media familiarization tours. This includes:
    1) Developing target media list,
    2) Recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation,
    3) Designing invitations,
    4) Managing responses and communications with participants,
    5) Making flight/transportation arrangements, and
    6) Preparing a press trip itinerary for participants.
I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion agency may be asked to accompany TSF Staff on appointments.
J. In collaboration with TSF, develop a HARO query plan to optimize TSF's utilization of HARO keyword inquiries and support pitching efforts to HARO regularly.

Reporting & Performance Measures:

A. Propose incremental annual goals and key performance indicators, to include impressions and value, positive sentiment, search engine optimization, share of voice, media quality score, and conversion metrics.
B. Provide ongoing strategic recommendations established from monthly and quarterly metrics and analytics assessment.
C. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that would include the following for each piece of coverage:
    1) publication name,
    2) clip/copy of coverage,
    3) publication date,
    4) electronic link to coverage (if available), and
    5) media value and circulation or impressions.
D. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
E. TSF may request custom reporting as necessary throughout the contract term.

2. <u>Standard of Performance; Licenses</u>.

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

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

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON DELIVERABLES, such compensation not to exceed five hundred thirty thousand dollars ($530,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $530,000. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

Payment shall be rendered as follows:

1) ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) in FY23.
2) ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS ($131,000) in FY24.
3) ONE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($137,000) in FY25.
4 ONE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($137,000) in FY26.

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

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. 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, 2026,** unless terminated pursuant to paragraph

4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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. **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.

10. **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.

11. **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.

12. **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.

13. 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.

14. Entire Agreement.

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

15. 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.

16. 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.

17. **Applicable Law.**

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

18. **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.

19. **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.

20. **Other Insurance**

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

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

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

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

21. **Records and Financial Audit.**

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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: [Jordan Guenther, 201 W. Marcy Street, Santa Fe, NM 87501 and jguenther@santafenm.gov]

To the Contractor: [Lou Hammond, Lou Hammond Group, 145 King Street, Suite 411, Charleston, SC, 29401].

27. **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.

28. **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.

29. **Non-Collusion.**

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

30. **Default/Breach.**

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

31. **Equitable Remedies.**

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

32. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of

the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Lou Hammond
Lou Hammond (Jun 27, 2022 15:43 EDT)

LOU HAMMOND, CHAIRMAN/FOUNDER

DATE: Jun 27, 2022

CRS#: 03-294385-00-7
Santa Fe Business License # 227318

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

VSF. Service Contracts/2130521.510310 AH

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LOU HAMMOND & ASSOCIATES INC
DBA: LOU HAMMOND & ASSOCIATES INC

Business Location: 900 3RD AVE STE 200
NEW YORK , NY 10022

CRS Number: 03294385007

Owner: LOU HAMMOND

License Number: 227318

License Type: Business License - Renewable

Issued Date: June 16, 2022

Classification: Out of Jurisdiction Business License

Expiration Date: June 16, 2023

Fees Paid: $10.00

LOU HAMMOND & ASSOCIATES INC
900 3RD AVE STE 200
NEW YORK, NY 10022

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **Pending 7/11/22**

Contractor: **Lou Hammond**

Description: **Santa Fe Communications/Public Relations for TSF**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **FY23** Term End Date: **June 30, 2026**

[ ] Approved by Council Date: _____

Contract / Lease:

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)

3. **Procurement History:**

JoAnn Lovato
JoAnn Lovato (Jul 5, 2022 12:08 MDT)

Purchasing Officer Review: Jul 5, 2022 Date:

Comment & Exceptions: Original agreement procured via RFP 22/37/P

4. **Funding Source:** **VSF/Service Contracts** **Org / Object:** **2130521.510310**

Andy Hopkins
Andy Hopkins (Jul 5, 2022 13:14 MDT)

Budget Officer Approval: Jul 5, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Valerie Romero** Phone # **6210**

Email: **veromero@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2022

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

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

PRODUCER	CONTACT NAME: Karen Ferrara, CISR	
C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464	PHONE (A/C, No, Ext): (843) 884-3159	FAX (A/C, No): (843) 881-8891
	E-MAIL ADDRESS: kferrara@ctlowndes.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Ohio Security - Montgomery	24082
INSURER B :	Ohio Casualty	24074
INSURER C :	Continental Casualty - CNA	20443
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Lou Hammond & Associates Inc
145 King St
Suite 411
Charleston SC 29401

COVERAGES **CERTIFICATE NUMBER:** 22-23 GL,AUTO,UMB,E&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZS55609265	07/12/2022	07/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG IDRC	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BZS55609265	07/12/2022	07/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO55609265	07/12/2022	07/12/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		No coverage provided			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Errors and Omissions Liability			596361873	08/28/2021	08/28/2023	E & O Professional Liab	$2,000,000

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

Those usual to the insureds operation.

CERTIFICATE HOLDER

City of Santa Fe
Conventions & Visitors Bureau
201 West Marcy St
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Willard A. Silcox III

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 06/27/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to New Mexico Immigrant Law Center to Provide Legal Immigration and/or Navigation Services to Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

Committee Review:

Public Works and Utilities Committee: 06/27/2022
Governing Body: 06/29/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15059

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

VOTE SUMMARY

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to New Mexico Immigrant Law Center to Provide Legal Immigration and/or Navigation Services to Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

Committee Review:

Public Works and Utilities Committee: 06/27/2022
Governing Body: 06/29/2022 (Removed from Agenda)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15059

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, inclusive of NMGRT, over three years to the New Mexico Immigrant Law Center to provide legal immigration and/or navigation services to individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe,New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203399

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 2, 2022 10:06 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 2, 2022 10:07 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Immigrant Law Center

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Christa Hernandez | Youth and Family Services Program Manager | 05/26/2022

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

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 14:37 MDT)

Contracts Supervisor | Jun 22, 2022

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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203399

Contractor: New Mexico Immigrant Law Center

Description: Human Services Committee funded adult services FY23-26

Contract ☉ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 07/01/2022 Term End Date: 06/30/2025

☐ Approved by Council Date: _____

Contract / Lease: FY23-26 Human Services Committee recommended services.

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)

RFA #22__04__R__RFA

3. Procurement History: _____

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 14:37 MDT)

Purchasing Officer Review: Jun 22, 2022 Date:

Comment & Exceptions: Original agreement procured via RFA

4. Funding Source: Human Services/Grant and Services Org / Object: 2400122/510400

Andy Hopkins
Andy Hopkins (Jun 22, 2022 14:50 MDT)

Budget Officer Approval: Jun 22, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203399

CITY OF SANTA FE
SERVICE AGREEMENT

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."**

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [a legal service provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide legal immigration and/or navigation services to a minimum of 100 individuals x $900 per year.	

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty six thousand five hundred dollars ($286,500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: New Mexico Immigrant Law Center

PO BOX 7040, Albuquerque, NM 87194-7040 jlandau@nmilc.org

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

To the Contractor: New Mexico Immigrant Law Center

PO BOX 7040, Albuquerque, NM 87194-7040 jlandau@nmilc.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**
Report 1: July-December — January 15th
Report 2: January-June — July 15th

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

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

DATE:_____

CONTRACTOR:
New Mexico Immigrant Law Center

Jennifer Landau
NAME:

Executive Director
TITLE:

DATE: 5/27/2022
CRS#03-197869-00-0
Registration # 224307

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 24, 2022 16:35 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

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

CRS Number: 03-197869-00-0

Owner: Jennifer Landau

License Number: 224307

License Type: Business License - Renewable

Issued Date: February 23, 2022

Classification: Business Registration - Standard

Expiration Date: February 23, 2023

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

NEWMEXI-18 KPHILLIPS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2022

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

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

PRODUCER	CONTACT NAME: Laura Morgan
Alliant Insurance Services, Inc. 3977 Harbour Pointe Blvd SW Mukilteo, WA 98275	PHONE (A/C, No, Ext): (425) 740-5207 FAX (A/C, No): E-MAIL ADDRESS: Laura.Morgan@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd	11000
INSURER B : Hartford Insurance Company of the Midwest	37478
INSURER C : Columbia Casualty Company	31127
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

New Mexico Immigrant Law Center
PO BOX 7040
Albuquerque, NM 87194-7040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		52SBATZ1102	8/19/2021	8/19/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			52SBATZ1102	8/19/2021	8/19/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		52WECGA2413 08	8/19/2021	8/19/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabili			LAS596606865	8/19/2021	8/19/2022	EA OCC	1,000,000
C	Professional Liabili			LAS596606865	8/19/2021	8/19/2022	AGGREGATE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Sante Fe, The Regents of the University of New Mexico, the County of Santa Fe and the County of Bernalillo are Additional Insured with respect to the General Liability. Cancellation applies See forms attached.

CERTIFICATE HOLDER

City of Santa Fe Children & Youth Commission
200 Lincoln Ave, Rm #122
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 06/27/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to Coming Home Connection to Provide Navigation Services, Caregiving Services, Equipment Loan Services, and Cleaning Services to Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

Committee Review:

Public Works and Utilities Committee: 06/27/2022
Governing Body: 06/29/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15061

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

VOTE SUMMARY

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to Coming Home Connection to Provide Navigation Services, Caregiving Services, Equipment Loan Services, and Cleaning Services to Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov, 505-955-6728)

Committee Review:

Public Works and Utilities Committee: 06/27/2022
Governing Body: 06/29/2022 (Removed from Agenda)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15061

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to Coming Home Connection to Provide Navigation Services, Caregiving Services, Equipment Loan Services, and Cleaning Services to Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov, 505-955-6728)

Committee Review:

Public Works and Utilities Committee: 06/27/2022
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Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15061

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, inclusive of NMGRT, over three years to Coming Home Connection to provide navigation services, caregiving services, equipment loan services, six month cleaning services, and one time cleaning services to individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

City of Santa Fe, New Mexico

memo

On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203407

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun [illegible]022 10:09 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 2, 2022 10:10 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coming Home Connection

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Christa Hernandez	Youth and Family Services Program Manager	05/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato JoAnn Lovato (Jun 22, 2022 15:40 MDT)	Contracts Supervisor	Jun 22, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203407**

Contractor: **Coming Home Connection**

Description: **Human Services Committee funded adult services FY23-26**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[ ] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 15:40 MDT)

Purchasing Officer Review: Jun 22, 2022 Date:

Comment & Exceptions: Original agreement secured via RFA.

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 22, 2022 16:27 MDT)

Budget Officer Approval: Jun 22, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203407

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [an in-home care giving provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide navigation services to a minimum of 12 individuals x $2,000 per year.	
02 Provide caregiving services to a minimum of 26 individuals x $1,000 per year.	
03 Provide equipment loan services to a minimum of 190 individuals x $50 per year.	
04 Provide six month cleaning services to a minimum of 12 individuals x $2,000 per year.	
05 Provide one time cleaning services to a minimum of 10 individuals x $650 per year.	

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty six thousand five hundred dollars ($286,500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above,

unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: Coming Home Connection, Inc.

418 Cerrillos Road Santa Fe, NM 87501 ellen@cominghomeconnection.org

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

To the Contractor: Coming Home Connection, Inc.

418 Cerrillos Road Santa Fe, NM 87501 ellen@cominghomeconnection.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Coming Home Connection, Inc.

Ellen Gordon
NAME:

Executive Director
TITLE:

DATE: 5/26/22
CRS#02409957001
Registration # 48763

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 24, 2022 16:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE, NM 87501

CRS Number: 02409957001

Owner: Ellen London

License Number: 48763

License Type: Business License - Renewable

Issued Date: January 06, 2022

Classification: Business Registration - Standard

Expiration Date: January 06, 2023

Fees Paid: $35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
SANTA FE, NM 87501

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

RPD-41054
Rev. 08/2010

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

WC-1 - WORKERS' COMPENSATION FEE FORM

Beginning with calendar quarter ending September 30, 2004, the quarterly workers' compensation fee paid on Form WC-1 increased from $4 to $4.30 per covered worker (employee). Only the employer's share increased. See the instructions for details.

WHO MUST FILE: Every employer who is covered by the Workers' Compensation Act, whether by requirement or election, must file and pay the New Mexico Workers' Compensation Fee and file Form WC-1. See the instructions for requirements.

***IMPORTANT**: On Line 1, enter the number of workers (employees) to whom the Workers' Compensation Fee applies. This is the number of covered employees you employed on the last working day of the calendar quarter. If you have no covered employees, enter zero.

WHEN TO FILE: The Workers' Compensation Fee is due on or before the last day of the month following the close of the report period. A report period is a calendar quarter ending March 31, June 30, September 30 and December 31.

Upon completion of this form, sign, date and enter your phone number and E-mail address on the form. Make the check or money order payable to Taxation and Revenue Department.

Mail the bottom portion of this form with payment to **New Mexico Taxation and Revenue Department, P.O. Box 2527, Santa Fe, NM 87504-2527.** Retain the top portion for your records. For assistance call (505) 827-0832.

A. FEIN:	74-2853467
B. CRS:	02-409951-001
C. EAN:	00271002
NAME:	THE COMING HOME CONNECTION INC
STREET/BOX:	418 CERRILLOS RD SUITE 27
CITY, STATE, ZIP:	SANTA FE, NM 87501

REPORT PERIOD: 07-01-20 (Beginning (mm-dd-yy)) 09-30-20 (Ending (mm-dd-yy))

1.	***Number of covered workers at close of report period**	3
2.	**Assessment fee**	$ 12.90
3.	**Penalty**	$
4.	**Interest**	$
5.	**Total due**	$ 12.90

1648

PLEASE CUT AND INCLUDE THE BOTTOM PORTION WITH YOUR PAYMENT

RETAIN THE UPPER PORTION FOR YOUR RECORDS

WORKERS' COMPENSATION FEE (WC-1)

A. FEIN:	74-2853467
B. CRS:	02-409951-001
C. EAN:	00271002
NAME:	THE COMING HOME CONNECTION INC
STREET/BOX:	418 CERRILLOS RD SUITE 27
CITY, STATE, ZIP:	SANTA FE, NM 87501

REPORT PERIOD: 07-01-20 (Beginning (mm-dd-yy)) 09-30-20 (Ending (mm-dd-yy))

1.	***Number of covered workers at close of report period**	3
2.	**Assessment fee**	$ 12.90
3.	**Penalty**	$
4.	**Interest**	$
5.	**Total due**	$ 12.90

Check if amended ☐

Signature **File Copy Only** Phone (505) 255-5423 Date 09-11-20 E-mail address taxdept@payjayhcm.com

1648

Mail to: Taxation and Revenue Department, P.O. Box 2527, Santa Fe, NM 87504-2527

WKC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2022

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

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

PRODUCER Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	**CONTACT NAME:** Insurance Certificates **PHONE (A/C, No, Ext):** 602-512-1319 **FAX (A/C, No):** 602-391-2821 **E-MAIL ADDRESS:** certificates@infinityinspart.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** CopperPoint Casualty Insurance Company 13210 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED THECOMI-01 The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 23 and Ste 24 Santa Fe NM 87501	

COVERAGES **CERTIFICATE NUMBER:** 975637058 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			10476608	2/12/2022	2/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ Included $ 2,500
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			10476608	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022371	2/13/2022	2/13/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Professional Liability Claims-Made & Incident Sensitive Retroactive Date 2/12/2016			10476608	2/12/2022	2/12/2023	Per Claim Limit Aggregate Limit Deductible	$1,000,000 $2,000,000 $2,500

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

Sexual Misconduct coverage included in Professional Liability: $1,000,000 per claim; $2,000,000 aggregate; $2,500 deductible; retroactive date 2/12/2017

Subject to all policy terms, conditions and exclusions.

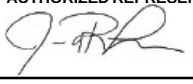
CERTIFICATE HOLDER

City of Santa Fe

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 06/27/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to St. Elizabeth Shelters to Provide Navigation and Safety Net Services to Homeless Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

Committee Review:

Public Works and Utilites Committee: 06/27/2022
Governing Body: 06/29/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15058

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

VOTE SUMMARY

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to St. Elizabeth Shelters to Provide Navigation and Safety Net Services to Homeless Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

Committee Review:

Public Works and Utilites Committee: 06/27/2022
Governing Body: 06/29/2022 (Removed from Agenda)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15058

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $286,500, Inclusive of NMGRT, Over Three Years to St. Elizabeth Shelters to Provide Navigation and Safety Net Services to Homeless Individuals in Santa Fe. (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

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Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, inclusive of NMGRT, over three years to St. Elizabeth Shelters to provide navigation and safety net services to homeless individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203406

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 2, 2022 10:16 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 2, 2022 10:19 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: St. Elizabeth Shelters

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Christa Hernandez	Youth and Family Services Program Manager	05/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato JoAnn Lovato (Jun 22, 2022 15:19 MDT)	Contracts Supervisor	Jun 22, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203406**

Contractor: **St. Elizabeth Shelters**

Description: **Human Services Committee funded adult services FY23-26**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[ ] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 15:19 MDT)

Purchasing Officer Review: Jun 22, 2022 Date:

Comment & Exceptions: Original agreement secured via RFA

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 22, 2022 16:26 MDT)

Budget Officer Approval: Jun 22, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203406

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [an emergency shelter provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide navigation services to a minimum of 225 homeless adults x $250 per year.	
02 Provide safety net services to a minimum of 675 homeless adults x $50 per year.	

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty six thousand five hundred dollars ($286,500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: St. Elizabeth Shelters

804 Alarid Santa Fe, NM 87505 director@steshelter.org

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

To the Contractor: St. Elizabeth Shelters

804 Alarid Santa Fe, NM 87505 director@steshelter.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

DATE:_____

CONTRACTOR:
St. Elizabeth Shelters

Edward Archuleta
NAME:

Executive Director
TITLE:

DATE: 5/25/22
CRS# 02-059151-00-9
Registration # 225676

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 24, 2022 16:45 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 804 ALARID ST
SANTA FE, NM 87501

Owner: ST ELIZABETH SHELTER

License Number: 225673

Issued Date: December 15, 2021

Expiration Date: December 15, 2022

CRS Number: 02059151009

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE, NM 87501

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): 5/16/2022

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

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

PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 2019-01** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2349751	12/14/2021	12/142022	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
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		PHPK2349751	12/14/2021	12/142022	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	11253.128	01/05/2022	01/05/2023	WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of a Service Agreement in the Total Amount of $207,750.00, Inclusive of NMGRT, Over Three Years to Esperanza Shelter, Inc. to Provide Emergency Shelter to Individuals who are Adult Victims of Domestic Violence via the Residential Program and to Provide Community Navigation to Nonresidential Individuals Who are Domestic Violence Survivors or Offenders in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov, (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15115

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Renee Villarreal

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 3, 2022

TO: **John W. Blair, City Manager**

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $207,750.00, inclusive of NMGRT, over three years to Esperanza Shelter, Inc. to provide emergency shelter to individuals who are adult victims of domestic violence via the residential program and to provide community navigation to nonresidential individuals who are domestic violence survivors or offenders in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

City of Santa Fe, New Mexico

memo

On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203397

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.

Item #22-0286
Munis Contract# 3203397

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [a domestic abuse service provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide emergency shelter to a minimum of 25 individuals who are adult victims of domestic violence via the residential program x $610 per year.	
02 Provide community navigation to a minimum of 199 nonresidential individuals who are domestic violence survivors or offenders x $250 per year.	

Compensation for safety net and navigation services shall not exceed [$69,250] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$3,250] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred seven thousand seven hundred and fifty dollars ($207,750) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious

medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: Esperanza Shelter, Inc.

3130 Rufina St. Santa Fe, NM 87507 director@ esperanzashelter.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: Esperanza Shelter, Inc.

3130 Rufina St. Santa Fe, NM 87507 director@ esperanzashelter.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

John Blair
John Blair (Jun 28, 2022 10:55 MDT)

JOHN W. BLAIR, CITY MANAGER

DATE: Jun 28, 2022

CONTRACTOR:
Esperanza Shelter, Inc.

DocuSigned by:
Anji Estrellas
[illegible]

NAME: Anji Estrellas

Executive Director
TITLE:

DATE: 5/27/2022 | 2:46 PM MDT
CRS# 01190955002
Registration # 222552

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jun 29, 2022 09:39 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 24, 2022 16:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jun 28, 2022 10:25 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Esperanza Shelter, Inc.

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Christa Hernandez — Youth and Family Services Program Manager — 05/26/2022

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

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 14:27 MDT)

Contracts Supervisor — Jun 22, 2022

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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203397**

Contractor: **Esperanza Shelter Inc.**

Description: **Human Services Committee funded adult services FY23-26**

Contract ☉ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

☐ Approved by Council Date: _____

Contract / Lease: FY23-26 Human Services Committee recommended services.

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)

RFA #22-04-R-RFA

3. **Procurement History:**

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 14:27 MDT)

Jun 22, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Original agreement procured via RFA.

4. **Funding Source: Human Services/Grant and Services** **Org / Object: 2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 22, 2022 14:50 MDT)

Jun 22, 2022

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Melissa Perea Phone # **(505) 955-6826**

Email: **maperea@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: ESPERANZA SHELTER INC
DBA: ESPERANZA SHELTER INC

Business Location: 3130 RUFINA ST
SANTA FE, NM 87507

CRS Number: 01190955002

Owner: ESPERANZA SHELTER INC

License Number: 222552

License Type: Business License - Renewable

Issued Date: January 24, 2022

Classification: Business Registration - Standard

Expiration Date: January 24, 2023

Fees Paid: $35.00

ESPERANZA SHELTER INC
3130 RUFINA ST
SANTA FE , NM 87507

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

Ver. 1.0 2/7/2020

ESPESHE-01 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2021

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).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED Esperanza Shelter for Battered Families, Inc. 3130 Rufina Street Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Great American Alliance Insurance Company — 26832 INSURER C : New Mexico SW Casualty Co INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	X		PAC2276830 03	11/1/2021	11/1/2022	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CAP2276829 03	11/1/2021	11/1/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			UMB2276831 03	11/1/2021	11/1/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A		40376119	11/20/2021	11/20/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Accident Policy			BSRE224530-03	11/1/2021	11/1/2022	Aggregate	250,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of a Service Agreement in the Total Amount of $475,500.00, Inclusive of NMGRT, Over Three Years to Interfaith Community Shelter Group, Inc. to Provide Navigation and Safety Net Services to Individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; (505) 955-6728.

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15119

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager**

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $475,500.00, inclusive of NMGRT, over three years to Interfaith Community Shelter Group, Inc. to provide navigation and safety net services to individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: **3203401**

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 2, 2022 10:08 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 2, 2022 10:09 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter Group, Inc.

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
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☐	☑	Quotes (3 valid current quotes)
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☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Christa Hernandez	Youth and Family Services Program Manager	05/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato JoAnn Lovato (Jun 22, 2022 15:27 MDT)	Contracts Supervisor	Jun 22, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203401**

Contractor: **Interfaith Community Shelter Group, Inc.**

Description: **Human Services Committee funded adult services FY23-26**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

☐ Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)

RFA #22-04-R-RFA

3. **Procurement History:**

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 15:27 MDT)

Purchasing Officer Review: Date: Jun 22, 2022

Comment & Exceptions: Original agreement secured via RFA

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 22, 2022 16:27 MDT)

Budget Officer Approval: Date: Jun 22, 2022

Comment & Exceptions:

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203401

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [an emergency shelter provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide safety net services to a minimum of 900 individuals x $165 per year.	
02 Provide navigation services to a minimum of 10 individuals x $150 per year.	

Compensation for navigation and safety net services shall not exceed $158,500 annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$7,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed four hundred seventy five thousand five hundred dollars ($475, 500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: Interfaith Community Shelter Group, Inc.

2801 Cerrillos Road, Santa Fe, NM 87505 korina@interfaithsheltersf.org

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

To the Contractor: Interfaith Community Shelter Group, Inc.

2801 Cerrillos Road, Santa Fe, NM 87505 korina@interfaithsheltersf.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

_____
JOHN BLAIR, CITY MANAGER

DATE:_____

CONTRACTOR:
Interfaith Community Shelter Group, Inc.

Katrina Lopez
NAME:

ICS Executive Director
TITLE:

DATE: 6/1/2022
CRS# 03113253007
Registration # 222294

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 31, 2022 08:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

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

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 11, 2022

Classification: Business Registration - Standard

Expiration Date: March 11, 2023

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO 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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : New Mexico Employer's Assurance Company — 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		PHPK2339235	11/1/2021	11/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2339235	11/1/2021	11/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.113	11/1/2021	11/1/2022	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			PHPK2339235	11/1/2021	11/1/2022	Each Occurrence	1,000,000
A	Professional Liab			PHPK2339235	11/1/2021	11/1/2022	Aggregate	2,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

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

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

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, Inclusive of NMGRT, Over Three Years to Las Cumbres Community Services to Provide Specialized Safety Net and Navigation Services to Adult Immigrants and Newly-Arrived Afghan Refugees in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15125

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, inclusive of NMGRT, over three years to Las Cumbres Community Services to provide specialized safety net and navigation services to adult immigrants and newly-arrived Afghan refugees in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

City of Santa Fe, New Mexico

memo

On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203398

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 2, 2022 10:10 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 2, 2022 10:13 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Las Cumbres Community Services

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Melissa Perea	Contracts Administrator	03/22/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato JoAnn Lovato (Jun 30, 2022 11:36 MDT)	Contracts Supervisor	Jun 30, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203398**

Contractor: **Las Cumbres Community Services**

Description: **Human Services Committee funded adult services FY23-26**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[ ] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jun 30, 2022 11:36 MDT)

Purchasing Officer Review: Jun 30, 2022 Date:

Comment & Exceptions: Original agreement secured via Request for Applications.

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 30, 2022 13:23 MDT)

Budget Officer Approval: Jun 30, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203398

CITY OF SANTA FE
SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Las Cumbres Community Services herein after referred to as the "Contractor."**

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [a social service provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item: Price

01 Provide specialized safety net and navigation services to a minimum of 50 adult immigrants and newly-arrived Afghan refugees in Santa Fe x $1,800 per year.

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty six thousand five hundred dollars ($286,500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: Las Cumbres Community Services

1911 Fifth Street, Suite 100 Santa Fe, NM 87505 robyn.covelli@lccs-nm.org

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

To the Contractor: Las Cumbres Community Services

1911 Fifth Street, Suite 100 Santa Fe, NM 87505 robyn.covelli@lccs-nm.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Las Cumbres Community Services

_____
NAME: Stacey Frymier

_____
TITLE: Executive Director

DATE: May 26, 2022
CRS#01770677007
Registration # 19253

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

AGENCY CUSTOMER ID: 00017279

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The City of Santa Fe is named additional insured for liability. Workers Compensation Coverage is evidence only.

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CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 24, 2022 16:34 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LAS CUMBRES COMMUNITY SERVICES
DBA: LAS CUMBRES COMMUNITY SERVICES

Business Location: 1911 FIFTH ST 100
SANTA FE , NM 87505

CRS Number: 01770677007

Owner: LAS CUMBRES COMMUNITY SERVICES

License Number: 19253

License Type: Business License - Renewable

Issued Date: March 29, 2022

Classification: Business Registration - Standard

Expiration Date: March 29, 2023

Fees Paid: $35.00

LAS CUMBRES COMMUNITY SERVICES
1911 FIFTH ST 100
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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2022

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

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

PRODUCER	**CONTACT NAME:** Connie Semanco
Poms & Associates Insurance Brokers	**PHONE (A/C, No, Ext):** (800) 898-6236 **FAX (A/C, No):** (505) 797-1432
201 3rd Street NW, Suite 1400	**E-MAIL ADDRESS:** CSemanco@pomsassoc.com
Albuquerque NM 87102	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Philadelphia Indemnity Ins/PHI 18058
Las Cumbres Community Services, Inc.	**INSURER B :** New Mexico Southwest Casulaty Company 10207
102 N Coronado Ave	**INSURER C :** Federal Insurance Co 20281
Administration Building	**INSURER D :**
Espanola NM 87532-2700	**INSURER E :**
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22-23 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2434385	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2434385	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB822063	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61351.115	07/01/2022	07/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Employee Dishonesty			8259-9445	07/01/2022	07/01/2023	Limit Ded.	$1,000,000 $1,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Connie Semanco

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, Inclusive of NMGRT, Over Three Years to La Familia Medical Center to Provide Diabetes Prevention, Chronic Disease Management, Medical, Health Education and Navigation Services to Low-Income Residents of Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15137

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, inclusive of NMGRT, over three years to La Familia Medical Center to provide Diabetes Prevention, Chronic Disease management, medical, health education and navigation services to low-income residents of Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

City of Santa Fe, New Mexico

memo

On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 20, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203410

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (June, 2022 09:48 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 2, 2022 10:04 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: La Familia Medical Center

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Melissa Perea	Contracts Administrator	03/22/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato (Jun 30, 2022 16:15 MDT)	Contracts Supervisor	Jun 30, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203410**

Contractor: **La Familia Medical Center**

Description: **Human Services Committee funded adult services FY23-26**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[☐] Approved by Council Date: _____

Contract / Lease: FY23-26 Human Services Committee recommended services.

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)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jun 30, 2022 16:15 MDT)

Purchasing Officer Review: Jun 30, 2022 Date:

Comment & Exceptions: Original agreement secured via RFA.

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 30, 2022 16:32 MDT)

Budget Officer Approval: Jun 30, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203410

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [a medical center], rendering services related to [safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide diabetes prevention, chronic disease management, medical, health education and navigation services to a minimum of 360 individuals x $250 per year.	

Compensation for safety net services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty six thousand five hundred dollars ($286,500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious

medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: La Familia Medical Center

1035 Alto Street Santa Fe, NM 87507 jholmstrup@lfmctr.org

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

To the Contractor: La Familia Medical Center

1035 Alto Street Santa Fe, NM 87507 jholmstrup@lfmctr.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE:_____

CONTRACTOR:
La Familia Medical Center

NAME:
Chief Executive Officer

TITLE:

DATE: June 3, 2022

CRS# 01-781278-00-0
Registration # 55210

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 26, 2022 15:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LA FAMILIA MEDICAL CENTER
DBA: LA FAMILIA MEDICAL CENTER

Business Location: 1035 ALTO ST
SANTA FE , NM 87501

CRS Number: 01-781278-00-0

Owner: LA FAMILIA MEDICAL CENTER

License Number: 55210

License Type: Business License - Renewable

Issued Date: December 10, 2021

Classification: Business Registration - Standard

Expiration Date: December 10, 2022

Fees Paid: $35.00

LA FAMILIA MEDICAL CENTER
PO BOX 5395
SANTA FE, NM 87501

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

LAFAMIL-01 GLEANDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2022

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

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

PRODUCER
Mesirow Insurance Services, Inc.
353 N Clark St 11th Floor
Chicago, IL 60654

CONTACT NAME: Gina Leander
PHONE (A/C, No, Ext): (312) 595-8186 FAX (A/C, No): (312) 595-4249
E-MAIL ADDRESS: gina.leander@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Redwood Fire and Casualty Insurance Company	11673
INSURER C : Columbia Casualty Company	31127
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
La Familia Medical Center
PO Box 5395;1035 Alto Street
Santa Fe, NM 87502-5395

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		PHPK2433355	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		LAWC321162	7/1/2022	7/1/2023	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liab			HMA6078701760	7/1/2022	7/1/2023	See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"Gap" Professional Liability-Medical; Claims Made; Retroactive Date: 06/05/1996
$1,000,000 Each Claim; $3,000,000 Aggregate; $10,000,000 Policy Aggregate

Grant application; RPF# '16/24/P The following are added as Additional Insured under General Liability with regard to above referenced: City of Santa Fe

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title -

Request for the Approval of a Service Agreement in the Total Amount of $223,500.00, Inclusive of NMGRT, Over Three Years to The Life Link to Provide Low Barrier Navigation Services to Individuals Experiencing Homelessness and Untreated Mental Illness in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15117

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

VOTE SUMMARY

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 3, 2022

TO: **John W. Blair, City Manager**

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager**

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $223,500.00, inclusive of NMGRT, over three years to The Life Link to provide low barrier navigation services to individuals experiencing homelessness and untreated mental illness in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203409

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 6, 2022 14:47 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 6, 2022 08:26 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: The Life Link

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Christa Hernandez	Youth and Family Services Program Manager	05/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato (Jun 22, 2022 13:36 MDT)	Contracts Supervisor	Jun 22, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203409**

Contractor: **The Life Link**

Description: **Human Services Committee funded adult services FY23-26**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[☐] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato — Jun 22, 2022
JoAnn Lovato (Jun 22, 2022 13:36 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: Original agreement procured via RFA.

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins — Jun 22, 2022
Andy Hopkins (Jun 22, 2022 14:44 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203409

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [a housing and mental health service provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide low barrier navigation services to a minimum of 112 individuals experiencing homelessness and untreated mental illness x $625 per year.	

Compensation for safety net and navigation services shall not exceed [$74,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$3,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred twenty three thousand five hundred dollars ($223,500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: The Life Link

2325 Cerrillos Road Santa Fe, NM 87505 jbohannon@thelifelink.org

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

To the Contractor: The Life Link

2325 Cerrillos Road Santa Fe, NM 87505 jbohannon@thelifelink.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

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

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

JOHN W. BLAIR, CITY MANAGER

DATE:

CONTRACTOR:
The Life Link

NAME: Michael DeBernardi, PsyD, MS

Chief Executive Officer
TITLE:

DATE: 6/2/22
CRS#02-097780-00-8
Registration # 29352

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 25, 2022 08:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LIFE LINK THE
DBA: LIFE LINK THE

Business Location: 2325 CERRILLOS RD
SANTA FE , NM 87502

CRS Number: 02-097780-00-8

Owner: LIFE LINK THE

License Number: 29352

License Type: Business License - Renewable

Issued Date: December 15, 2021

Classification: Business Registration - Standard

Expiration Date: December 15, 2022

Fees Paid: $35.00

LIFE LINK THE
PO BOX 6094
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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2021

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).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com
INSURED (505) 438-0010 The Life Link P.O. Box 6094 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insuran — 18058 INSURER B: New Mexico Premier Insurance C — 13675 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32936 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			PHPK2343292	11/01/2021	11/01/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:						Empl Benefits Liab	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	[X] ANY AUTO			PHPK2343292	11/01/2021	11/01/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6145.131	11/27/2020	11/27/2021	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)			6145.132	11/27/2021	11/27/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Services			PHPK2343292	11/01/2021	11/01/2022	$3,000,000 Aggregate	$ 1,000,000
								$

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, Inclusive of NMGRT, Over Three Years to YouthWorks to Provide Navigation Support Services to Individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; (505) 955-6728).

Committee Review:

Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner - Christa Hernandez

Item Sponsor -

Item Tracking Number - 22-15201

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, inclusive of NMGRT, over three years to YouthWorks to provide navigation support services to individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203400

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 2, 2022 10:12 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 2, 2022 10:14 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: YouthWorks

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Melissa Perea	Contracts Administrator	03/22/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato JoAnn Lovato (Jul 8, 2022 10:16 MDT)	Contracts Supervisor	Jul 8, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203400**

Contractor: **YouthWorks**

Description: **Human Services Committee funded adult services FY23-26**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[ ] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jul 8, 2022 10:16 MDT)

Purchasing Officer Review: Jul 8, 2022 Date:

Comment & Exceptions: Original agreement secured via RFA.

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jul 8, 2022 10:36 MDT)

Budget Officer Approval: Jul 8, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203400

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [a youth re-engagement organization], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical

services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to

serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide navigation support services to a minimum of 180 individuals x $500 per year.	

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed two hundred eighty six thousand five hundred dollars ($286,500) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for

income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the

Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible

personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for

Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: YouthWorks

1000 Cordova Pl, #415, Santa Fe, NM 87505 melynn@santafeyouthworks.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: YouthWorks

1000 Cordova Pl, #415, Santa Fe, NM 87505 melynn@santafeyouthworks.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **Penalties for violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

45. **Default/Breach**

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

46. **Equitable Remedies**

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

47. **Default and Force Majeure**

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

48. **Site Visits**

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

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE:

CONTRACTOR:
YouthWorks

NAME:

Executive Director
TITLE:

DATE: 06/02/2022
CRS# 02-47161-00-6
Registration # 222597

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 24, 2022 16:35 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: October 01, 2021

Expiration Date: October 01, 2022

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

YOUTINC-03 KSANDOVAL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2022

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
518 8th Street
Las Vegas, NM 87701

CONTACT NAME: Kandyce Sandoval
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: kandyce.sandoval@hubinternational.com

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A : Selective Insurance Company of America — 12572
INSURER B : New Mexico SW Casualty Co
INSURER C : Selective
INSURER D :
INSURER E :
INSURER F :

INSURED
Youthworks, Inc.
1000 Cordova Place #415
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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S 2305636	7/2/2022	7/2/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2305636	7/2/2022	7/2/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			S 2305636	7/2/2022	7/2/2023	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N		0101668102	8/1/2021	8/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y	N / A				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Property			S 2305636	7/2/2022	7/2/2023		
C	Professional Liabili			S 2305636	7/2/2022	7/2/2023		

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $248,700, Inclusive of NMGRT, Over Three Years to Partners in Education – Fathers New Mexico to Provide Navigation Services to Parents, Immigration Families, or Individuals with Identifiable Challenges in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov, (505) 955-6728).

Committee Review:

Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15413

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 16, 2022

TO: **John W. Blair, City Manager**

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

FROM: **Christa Hernandez, Youth and Family Services Program Manager**

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $248,700.00, inclusive of NMGRT, over three years to Partners in Education- Fathers New Mexico to provide navigation services to parents, immigrant families, or individuals with identifiable challenges in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203422

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 16, 2022 08:26 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 16, 2022 10:38 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Partners in Education - Fathers New Mexico

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Christa Hernandez	Youth and Family Services Program Manager	05/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato (Jun 22, 2022 14:16 MDT)	Contracts Supervisor	Jun 22, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203422**

Contractor: **Fathers New Mexico**

Description: **Human Services Committee funded adult services FY23-26**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[□] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)

RFA #22-04-R-RFA

3. **Procurement History:**

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 14:16 MDT)

Jun 22, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Original agreement procured via RFA.

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 22, 2022 14:49 MDT)

Jun 22, 2022

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203422

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [resource and mentorship provider for young men], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

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

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide navigation services to a minimum of 80 parents, immigrant families, or individuals with identifiable challenges x $975 per year.	

Compensation for safety net and navigation services shall not exceed [$82,900] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$3,900] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred forty eight thousand seven hundred dollars ($248,700) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any

equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: Fathers New Mexico

PO Box 22254 Santa Fe, NM 87502 tokaprod@gmail.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Fathers New Mexico

PO Box 22254 Santa Fe, NM 87502 tokaprod@gmail.com

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

45. **Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

46. **Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

47. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

A. Total Amount of funds received; Amount of funds received that were expended for programs; Number of adults served (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
JOHN W. BLAIR, CITY MANAGER

DATE: _____

CONTRACTOR:
Fathers New Mexico

_____
NAME:

Executive Director
TITLE:

DATE: 6-8-22
CRS#02-172902-00-6
Registration # 226133

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 6, 2022 15:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR

2400122/510400 AH
Human Services/Grants and Services
Org.Name/Org.#

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PARTNERS IN EDUCATION FOUNDATION FOR THE THE SANTA FE PUBLIC SCHOOLS

Business Location: 1328 FERGUSON LN
SANTA FE, NM 87507

Owner: Ruthanne Greeley

License Number: 226133

Issued Date: March 11, 2022

Expiration Date: March 11, 2023

CRS Number: 02-172902-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

PARTNERS IN EDUCATION FOUNDATION FOR THE
PO Box 23374
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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

LIEN DAO INSURANCE AGENCY, INC
8014 MENAUL BLVD NE
ALBUQUERQUE NM 87110

CONTACT NAME: LIEN H DAO

PHONE (A/C, NO, EXT): 505-265-5080 **FAX (A/C, NO):** 505-265-5085

E-MAIL ADDRESS: LDAO@FARMERSAGENT.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HISCOX INSURANCE COMPANY INC	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

FATHERS NEW MEXICO
PO BOX 22254
SANTA FE NM 87502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Primary & Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:	Y		UDC-5171322-CGL-22	05/25/2022	05/25/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ S/T Gen. Ag $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE LIEN H DAO

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City of Santa Fe, New Mexico

memo

DATE: June 16, 2022

TO: **John W. Blair, City Manager**

VIA: **Alexis Lotero, Acting Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director
Julie Sanchez, Youth and Family Services Division Director

FROM: **Christa Hernandez, Youth and Family Services Program Manager**

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $248,700.00, inclusive of NMGRT, over three years to Partners in Education- Fathers New Mexico to provide navigation services to parents, immigrant families, or individuals with identifiable challenges in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203422

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 16, 2022 08:26 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 16, 2022 10:38 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Partners in Education - Fathers New Mexico

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Christa Hernandez	Youth and Family Services Program Manager	05/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato (Jun 22, 2022 14:16 MDT)	Contracts Supervisor	Jun 22, 2022
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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203422**

Contractor: **Fathers New Mexico**

Description: **Human Services Committee funded adult services FY23-26**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[□] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)

RFA #22-04-R-RFA

3. **Procurement History:**

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 14:16 MDT)

Jun 22, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Original agreement procured via RFA.

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 22, 2022 14:49 MDT)

Jun 22, 2022

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203422

CITY OF SANTA FE
SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Fathers New Mexico** herein after referred to as the "Contractor."

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [resource and mentorship provider for young men], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

K. Agrees to work with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, and representatives.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	Price
01 Provide navigation services to a minimum of 80 parents, immigrant families, or individuals with identifiable challenges x $975 per year.	

Compensation for safety net and navigation services shall not exceed [$82,900] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$3,900] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred forty eight thousand seven hundred dollars ($248,700) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any

equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: Fathers New Mexico

PO Box 22254 Santa Fe, NM 87502 tokaprod@gmail.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Fathers New Mexico

PO Box 22254 Santa Fe, NM 87502 tokaprod@gmail.com

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

45. **Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

46. **Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

47. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

A. Total Amount of funds received; Amount of funds received that were expended for programs; Number of adults served (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
JOHN W. BLAIR, CITY MANAGER

DATE: _____

CONTRACTOR:
Fathers New Mexico

_____
NAME:

Executive Director
TITLE:

DATE: 6-8-22
CRS#02-172902-00-6
Registration # 226133

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 6, 2022 15:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR

2400122/510400 AH
Human Services/Grants and Services
Org.Name/Org.#

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PARTNERS IN EDUCATION FOUNDATION FOR THE THE SANTA FE PUBLIC SCHOOLS

Business Location: 1328 FERGUSON LN
SANTA FE, NM 87507

Owner: Ruthanne Greeley

License Number: 226133

Issued Date: March 11, 2022

Expiration Date: March 11, 2023

CRS Number: 02-172902-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

PARTNERS IN EDUCATION FOUNDATION FOR THE
PO Box 23374
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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

LIEN DAO INSURANCE AGENCY, INC
8014 MENAUL BLVD NE
ALBUQUERQUE NM 87110

CONTACT NAME: LIEN H DAO

PHONE (A/C, NO, EXT): 505-265-5080 **FAX (A/C, NO):** 505-265-5085

E-MAIL ADDRESS: LDAO@FARMERSAGENT.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HISCOX INSURANCE COMPANY INC	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

FATHERS NEW MEXICO
PO BOX 22254
SANTA FE NM 87502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Primary & Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:	Y		UDC-5171322-CGL-22	05/25/2022	05/25/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ S/T Gen. Ag $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE LIEN H DAO

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VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Service Agreement in the Total Amount of $239,250.00, Inclusive of NMGRT, Over Three Years to The Food Depot to Provide Critical Hunger Relief Safety Net Services and to Provide Navigation Services to Individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; (505) 955-6728).

Committee Review:
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15414

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: June 3, 2022

TO: **John W. Blair, City Manager**

VIA: **Alexis Lotero, Acting Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director JS

FROM: **Christa Hernandez, Youth and Family Services Program Manager** CH

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $239,250.00, inclusive of NMGRT, over three years to The Food Depot to provide critical hunger relief safety net services and to provide navigation services to individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The 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.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203403

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: Christa Hernandez

Email: chernandez@santafenm.gov

Signature: Julie Sanchez (Jun 7, 2022 14:43 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 3, 2022 14:52 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: The Food Depot

Procurement Title: RFA #22-04-R-RFA

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 & Safety Staff Name Christa Hernandez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Christa Hernandez — Youth and Family Services Program Manager — 05/26/2022

Department Rep Printed Name (attesting that all information included) — Title — Date

JoAnn Lovato (Jun 22, 2022 15:13 MDT)

Contracts Supervisor — Jun 22, 2022

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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203403

Contractor: The Food Depot

Description: **Human Services Committee funded adult services FY23-26**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: 07/01/2022 Term End Date: 06/30/2025

[□] Approved by Council Date: _____

Contract / Lease: FY23-26 Human Services Committee recommended services.

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)

RFA #22 - 04 - R -RFA

3. Procurement History: _____

JoAnn Lovato — Jun 22, 2022

JoAnn Lovato (Jun 22, 2022 15:13 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: Original agreement procured via RFA

4. Funding Source: Human Services/Grant and Services Org / Object: 2400122/510400

Andy Hopkins — Jun 22, 2022

Andy Hopkins (Jun 22, 2022 15:18 MDT)

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# 3203403

CITY OF SANTA FE
SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and The Food Depot herein after referred to as the "Contractor."**

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [an emergency food assistance provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

K. Agrees to work with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, and representatives.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	Price
01 Provide critical hunger relief safety net services to a minimum of 275 individuals x $160 per year.	
02 Provide navigation services to a minimum of 124 individuals x $250 per year.	

Compensation for safety net and navigation services shall not exceed [$79,750] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$3,750] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred thirty nine thousand two hundred fifty dollars ($239,250) 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, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: The Food Depot

1222 A Siler Road Santa Fe, NM 87507 khoward@thefooddepot.org

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: The Food Depot

1222 A Siler Road Santa Fe, NM 87507 khoward@thefooddepot.org

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **Penalties for violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

45. **Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

46. **Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

47. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

A. Total Amount of funds received; Amount of funds received that were expended for programs; Number of adults served (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B. **Fiscal Year Biannual Calendar:** **Reports Due:**

Report 1: July-December	January 15th
Report 2: January-June	July 15th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

JOHN W. BLAIR, CITY MANAGER

DATE:

CONTRACTOR:
The Food Depot

Kira Howard
NAME: Kira Howard
Director of Development
TITLE:

DATE: 5/26/22
CRS#02-267847-00-6
Registration # 225105

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 25, 2022 08:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

2400122/510400 AH
Human Services/Grants and Services
Org.Name/Org.#

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: THE FOOD DEPOT
DBA: THE FOOD DEPOT

Business Location: 1222 SILER RD
SANTA FE, NM 87505

CRS Number: 02-267847-00-6

Owner: JUDITH SCARVIE

License Number: 225105

License Type: Business License - Renewable

Issued Date: December 30, 2021

Classification: Business Registration - Food Sales

Expiration Date: December 30, 2022

Fees Paid: $35.00

THE FOOD DEPOT
1222 SILER RD A
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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2021

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).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Ed Risley PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:
INSURED (505) 471-1633 Food Depot, Inc. 1222A Siler Road Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Companies — 10677 INSURER B : United States Liability Insuranc — 25895 INSURER C : New Mexico Assurance Company — 13673 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32800 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP 0214646	10/12/2021	10/12/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Empl Benefits Liab	$ 1M/3M
A	AUTOMOBILE LIABILITY			EPP 0214646	10/12/2021	10/12/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP 0214646	10/12/2021	10/12/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ none							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		20870.124	10/13/2021	10/13/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Directors and Officers			NDO1559745D	10/13/2021	10/13/2022	Limit	$ 1,000,000
B	Employment Practices Liab			NDO1559745D	10/13/2021	10/13/2022	Limit	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe
Community Services Department
200 Lincoln Ave Room 122

Santa Fe NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: July 8, 2022

TO: Governing Body, Finance Committee

VIA: Alexis Lotero, Interim Finance Director AL

FROM: Andy Hopkins, Budget Officer AJH

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending June 30, 2022 (Fourth Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2021/22 operating and CIP budget. All these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in the following sections:

A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2021/22 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the

Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2021/22 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.

D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $24,212,056 and a net increase to the overall revenue budget of $20,767,994. The resulting net expenditure increase of $3,444,062 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

E. Summary Schedule – Quarterly Budget Amendments Resolution (BAR) – LGBMS Reconciliation: as required by DFA/LGD, this section summarizes the City's submittal of 4th quarter budget amendments to DFA/LGD, expressed in both the City of Santa Fe fund structure and the DFA/LGD Local Government Budget Management System (LGBMS) fund structure.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

ATTACHMENTS

Resolution
Fiscal Impact Report

July 2022 BAR
Previously Approved 2021-22 Amendments

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING THE CITY'S REQUEST FOR STATE AUTHORIZATION FOR THE IMPLEMENTATION OF FOURTH QUARTER BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION ("DFA/LGD") SCHEDULE FOR FISCAL YEAR 2021/2022.

WHEREAS, a Fourth Quarter Review of the Fiscal Year 2021/2022 Budget shows the need to address significant priorities through adoption of net budget amendments that have been previously approved by the Governing Body, City Manager or Finance Director, Buckman Direct Diversion ("BDD"), or Santa Fe Solid Waste Management Agency ("SFSWMA").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests authorization for budget amendments as detailed on the attached Resolution Detail by Fund (Exhibit A), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that it is respectfully requested that authorization to

implement the Fourth Quarter Budget Amendments and associated DFA/LGD schedule be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED and ADOPTED the ____ day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2022/Resolutions/Fourth Quarter Budget Amendments

FIR No. 10435

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fourth Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins AH Date: 7/8/2022 Phone: (505) 955-6177

Reviewed by City Attorney: _____ Date: Jul 15, 2022

Reviewed by Finance Director: Alexis Lotero Date: Jul 18, 2022
Alexis Lotero (Jul 18, 2022 09:42 MDT)

Summary:
The purpose of the Resolution is to make 4th Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NMDFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:
See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

** This includes all staff time associated with executing the job functions of the proposed legislation.*

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: June 27, 2022

TO: Governing Body

FROM: Andy Hopkins, Budget Officer *AJH*

SUBJECT: Year-End BAR for Community Health & Safety

ITEM AND ISSUE: Request for approval of a year-end BAR to cover projected deficits in the Police, Fire and Emergency Management Departments, and to avoid any potential audit findings related to these overages.

BACKGROUND/SUMMARY: The Budget Office has identified several areas in the year-end FY22 budget that require attention to avoid potential shortfalls in budgeted amounts. Wherever possible, these overages will be addressed by reallocating existing expenditure budgets via Technical Budget Adjustments (TBARs). However, some of these overages are too large to be addressed via this method.

In the case of the Police, Fire and Emergency Management Departments, significant budget overages are expected. This is largely due to overtime costs that are paid under contract with the Police and Fire unions, and therefore outside the control of department managers/supervisors. To a lesser extent, some of the projected overage amounts are also due to employee leave payouts that result from staff retirements. These latter amounts cannot be reliably predicted in advance due to several factors, most notably including the timing of employees' chosen retirement dates.

The attached BAR will address these issues, and is designed to leave a small (5%) additional 'cushion' in each of the affected areas, in order to provide the means to cover currently-unanticipated year-end amounts such as additional leave accruals, delayed invoices, etc. that cannot be fully predicted or quantified at this point. This process is completed by the Budget Office on an annual basis (at the end of the fiscal year) in order to avoid, wherever possible, any potential audit findings attributable to budget overages.

ACTION RECOMMENDED: The Budget Office recommends approval of the attached BAR to address the issues outlined above.

Log # *{Finance use only}*:	BA002283
Journal # *{Finance use only}*:	pd 12 JE 1532

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety	6/24/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Fire/Emergency Svcs - Overtime	1000021	501400		1,627,253	
Community Svcs Admin - Salaries	1001001	500110			(15,922)
Community Svcs Admin - FICA	1001001	503100			(347)
Community Svcs Admin - PERA	1001001	503150			(944)
Community Svcs Admin - Employee Health	1001001	503200			(1,746)
Community Svcs Admin - Retiree Health Care	1001001	503250			(91)
Community Svcs Admin - Workers' Comp	1001001	503350			(300)
Community Svcs Admin - Service Contracts	1001001	510310			(200,000)
Community Svcs Admin - Water	1001001	514000			(5,000)
Community Svcs Admin - Operating Supplies	1001001	530200			(10,000)
Library Admin - Salaries	1000101	500110			(78,804)
Library Admin - FICA	1000101	503100			(6,028)
Library Admin - PERA	1000101	503150			(16,381)
Library Admin - Employee Health	1000101	503200			(14,623)
Library Admin - Retiree Health Care	1000101	503250			(1,576)
Library Admin - Employee Dental	1000101	503400			(625)
Main Library - Salaries	1000102	500110			(120,682)
Main Library - PERA	1000102	503150			(3,551)
LaFarge Library - Salaries	1000103	500110			(141,410)
				$ 1,627,253	$ (618,030)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Year-end BAR to alleviate projected deficits in Community Health & Safety (projections completed by Budget Office)

See attached memo

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Maria Griego — 6/27/2022
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

Kyra Ochoa
Kyra Ochoa (Jun 27, 2022 16:21 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date: 7/27/22

Agenda Item #: TBD

Andy Hopkins — 6/27/2022
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*[see p. 1 for Log/Journal]*
Journal # *{Finance use only}*:	*[see p. 1 for Log/Journal]*

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety	6/24/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Library Technical Services - Salaries	1000105	500110			(25,707)
Youth & Family Admin - Salaries	1000121	500110			(88,991)
Youth & Family Admin - Employee Health	1000121	503200			(2,411)
Fire Support Services - Overtime	1000181	501400		293,703	
Recreation Admin - Salaries	1004200	500110			(427,071)
Recreation Admin - FICA	1004200	503100			(31,898)
Recreation Admin - PERA	1004200	503150			(60,908)
GCCC Admin - Salaries	5500261	500110			(6,051)
GCCC Admin - FICA	5500261	503100			(324)
GCCC Admin - PERA	5500261	503150			(880)
GCCC Admin - Employee Health	5500261	503200			(1,085)
GCCC Admin - Retiree Health Care	5500261	503250			(85)
GCCC Admin - Workers' Comp	5500261	503350			(300)
GCCC Admin - Gross Receipts Tax (payable)	5500261	561400			(30,000)
GCCC Admin - Credit Card Fees	5500261	561700			(11,690)
GCCC Admin - Processing Fees	5500261	561725			(12,500)
GCCC Admin - Advertising	5500261	561850			(4,500)
GCCC Admin - Equipment & Machinery Rental	5500261	562600			(2,000)
GCCC Facility Ops - Service Contracts	5500262	510310			(35,000)
				$ 293,703	$ (741,401)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Year-end BAR to alleviate projected deficits in Community Health & Safety (projections completed by Budget Office)

See attached memo

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Maria Griego — 6/24/2022
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

[see p. 1 for signatures]
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see p. 1 for signatures]
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*[see p. 1 for Log/Journal]*
Journal # *{Finance use only}*:	*[see p. 1 for Log/Journal]*

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety	6/24/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
GCCC Facility Ops - Water	5500262	514000			(75,000)
GCCC Facility Ops - Electricity	5500262	514050			(150,000)
GCCC Facility Ops - Repair & Maint Building & Structures	5500262	520100			(15,000)
GCCC Facility Ops - Safety Supplies	5500262	530300			(7,000)
GCCC Center Ops - Salaries	5500263	500110			(27,717)
GCCC Center Ops - Temporary Salaries	5500263	500750			(141,619)
GCCC Center Ops - FICA	5500263	503100			(2,120)
GCCC Center Ops - PERA	5500263	503150			(1,385)
GCCC Center Ops - Employee Health	5500263	503200			(17,093)
GCCC Center Ops - Retiree Health Care	5500263	503250			(132)
GCCC Center Ops - Workers' Comp	5500263	503350			(9,350)
GCCC Center Ops - Employee Health	5500263	503400			(584)
GCCC Center Ops - Other Consulting	5500263	510340			(25,000)
GCCC Center Ops - Instruction Services	5500263	510350			(45,000)
GCCC Center Ops - Grants & Services	5500263	510400			(75,000)
GCCC Center Ops - Repair & Maint Furniture & Fixtures	5500263	520300			(2,000)
GCCC Center Ops - Office Supplies	5500263	530100			(2,000)
GCCC Center Ops - Operating Supplies	5500263	530200			(35,000)
GCCC Center Ops - Food	5500263	530400			(15,000)
				$ -	$ (646,000)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Year-end BAR to alleviate projected deficits in Community Health & Safety (projections completed by Budget Office)

See attached memo

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Maria Griego — 6/24/2022
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

[see p. 1 for signatures]
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see p. 1 for signatures]
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*[see p. 1 for Log/Journal]*
Journal # *{Finance use only}*:	*[see p. 1 for Log/Journal]*

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety	6/24/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
GCCC Center Ops - Uniforms	5500263	530500			(4,000)
GCCC Natatorium Ops - Salaries	5500264	500110			(111,117)
GCCC Natatorium Ops - FICA	5500264	503100			(22,542)
GCCC Natatorium Ops - PERA	5500264	503150			(60,647)
GCCC Natatorium Ops - Employee Health	5500264	503200			(63,428)
GCCC Natatorium Ops - Retiree Health Care	5500264	503250			(5,605)
GCCC Natatorium Ops - Employee Dental	5500264	503400			(2,734)
GCCC Ice Arena Ops - Salaries	5500265	500110			(115,426)
GCCC Ice Arena Ops - Employee Health	5500265	503200			(31,261)
GCCC Ice Arena Ops - Repair & Maint Building & Structures	5500265	520100			(1,918)
Police Admin - Salaries	1000310	500110			(12,664)
Emergency Management - Salaries	1002850	500110		12,664	
Police Patrol - Overtime	1000065	501400		503,153	
Recreation Admin (General Fund) - Transfer to GCCC Fund	1004200	750550			(900,501)
Municipal GRT Fund - Transfer to GCCC Fund	2160003	750550			(268,592)
Municipal GRT Fund - Transfer to General Fund	2160003	750100		268,592	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
GCCC - Transfer from General Fund	5500261	650100			900,501
GCCC - Transfer from Municipal GRT Fund	5500261	650216			268,592
General Fund - Transfer from Municipal GRT Fund	1000001	650216		(268,592)	
				$ (384,684)	$ 469,159

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Year-end BAR to alleviate projected deficits in Community Health & Safety (projections completed by Budget Office)

See attached memo

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Maria Griego — 6/24/2022
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

[see p. 1 for signatures]
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see p. 1 for signatures]
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

4TH QUARTER FY 2021/22

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SUB-SECTION [A]

AMENDMENTS TO FY 2021/22 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2021/2022
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Henry Lynch Road CIP project *[CC apvd. 6/29/22, #9-L]*	$ 187,447	$ -	$ (187,447)
330	CIP Streets & Roadways	Allocation of Roads Impact Fees to the Henry Lynch Road CIP project *[CC apvd. 6/29/22, #9-L]*	187,447	187,447	-
330	CIP Streets & Roadways	Reallocation from savings in General Fund/Streets Division for the Cerro Gordo CIP project *[CC apvd. 6/29/22, #10-b]*	96,500	96,500	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ 471,394***	***$ 283,947***	***$ (187,447)***
Other Council-Approved Budget Amendments:					
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates and available vacancy savings to purchase Police vehicles and associated equipment *[CC apvd. 6/29/22, #9-p]*	$ 2,000,000	$ 2,000,000	$ -
100	General Fund	Appropriation transferred from General Fund/Facilities Division funded by FY22 GRT earned in excess of budgeted estimates for debt service payable for the Citywide Solarization Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	142,193	142,193	-
100	General Fund	Appropriation transferred from General Fund/Traffic Engineering funded by FY22 GRT earned in excess of budgeted estimates for debt service payable for the LED Streetlights Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	80,550	80,550	-
213	Lodgers' Tax Fund	Appropriation transferred from Convention Center and funded by FY22 Lodgers' Tax earned in excess of budgeted estimates for debt service payable for the Citywide Solarization Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	25,052	25,052	-
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund the purchase of an Advanced Rescue and Firefighting (ARFF) vehicle for the SF Airport *[CC apvd. 5/11/22, #9-h]*	509,774	509,774	-
230	Resource Conservation Fund	Appropriation transferred from various City agencies for debt service payable for the Citywide Solarization Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	456,450	456,450	-
230	Resource Conservation Fund	Appropriation transferred from General Fund/Traffic Engineering for debt service payable for the LED Streetlights Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	80,550	80,550	-
233	Transportation Grants	Appropriation of FTA/NMHTD Section 112 and Section 5303 Grants to support MPO transportation planning activities *[CC apvd. 5/11/22, #9-j]*	297,083	297,083	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for small business support *[CC apvd. 4/27/22, #10-a]*	2,500,000	2,500,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for the Lamplighter Inn Homeless Shelter conversion project *[CC apvd. 4/27/22, #10-a]*	2,000,000	2,000,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
240	Community Development	Appropriation of US Treasury ARPA Grant funding for guaranteed income expansion *[CC apvd. 4/27/22, #10-a]*	1,500,000	1,500,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for parks and trails improvements *[CC apvd. 4/27/22, #10-a]*	1,300,000	1,300,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for job training support *[CC apvd. 4/27/22, #10-a]*	1,200,000	1,200,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for behavioral health and community violence intervention services *[CC apvd. 4/27/22, #10-a]*	1,000,000	1,000,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for unsheltered homelessness solutions *[CC apvd. 4/27/22, #10-a]*	1,000,000	1,000,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for Finance Department grant administration expenses *[CC apvd. 4/27/22, #10-a]*	999,631	999,631	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for early childcare job development *[CC apvd. 4/27/22, #10-a]*	900,000	900,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for direct support to area non-profits *[CC apvd. 4/27/22, #10-a]*	600,000	600,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for the Midtown Emergency Homeless Shelter project *[CC apvd. 4/27/22, #10-a]*	600,000	600,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for COVID-safe retrofits to City facilities *[CC apvd. 4/27/22, #10-a]*	500,000	500,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for phase 2 of the Public WiFi project *[CC apvd. 4/27/22, #10-a]*	400,000	400,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding to support the College & Career Youth Workforce Corps project *[CC apvd. 4/27/22, #10-a]*	250,000	250,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for assistance to vulnerable populations *[CC apvd. 4/27/22, #10-a]*	150,000	150,000	-
240	Community Development	Appropriation of US Treasury ARPA Grant funding for COVID mitigation equipment and supplies *[CC apvd. 4/27/22, #10-a]*	150,000	150,000	-
257	Land Development Fund	Appropriation from available balance to cover the El Lucero Crossing Feasibility Study *[CC apvd. 6/29/22, #9-n]*	250,000	-	(250,000)
500	Waste Water Management	Appropriation transferred from various City agencies for debt service payable for the Citywide Solarization Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	16,335	-	(16,335)
505	Water Management	Appropriation transferred from various City agencies for debt service payable for the Citywide Solarization Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	272,870	-	(272,870)
510	Environmental Services	Appropriation from available balance for replacement of three (3) automated side load collection vehicles *[CC apvd. 5/11/22, #9-f]*	1,115,457	-	(1,115,457)
511	Utilities Administration	Appropriation from available balance for utility billing system support services *[CC apvd. 4/13/22, #9-f]*	811,548	-	(811,548)
520	Santa Fe Convention Center	Appropriation transferred from Convention Center and funded by FY22 Lodgers' Tax earned in excess of budgeted estimates for debt service payable for the Citywide Solarization Project, to be offset by future energy savings *[CC apvd. 5/25/22, #9-d]*	25,052	25,052	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
545	Airport	Appropriation from FY22 GRT earned in excess of budgeted estimates and Fire/Airport vacancy savings to fund the purchase of an Advanced Rescue and Firefighting (ARFF) vehicle for the SF Airport *[CC apvd. 5/11/22, #9-h]*	1,094,852	1,094,852	-
Subtotal - Other Council-Approved Budget Amendments			***$ 22,227,397***	***$ 19,761,187***	***$ (2,466,210)***
TOTAL - Budget Amendments Previously Approved by City Council			***$ 22,698,791***	***$ 20,045,134***	***$ (2,653,657)***

CITY OF SANTA FE

4TH QUARTER FY 2021/22

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SUB-SECTION [B]

AMENDMENTS TO FY 2021/22 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2021/2022
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from GRT earned in excess of budgeted estimates and from savings from various areas in Community Health & Safety to cover projected year-end deficits in the Fire and Police Departments	$ 268,592	$ 268,592	$ -
100	General Fund	Appropriation from savings in the Public Facilities Fund/Parks & Open Space for purchase of a backhoe	48,000	48,000	-
221	Emergency Services	Adjustment to re-budget remaining portion of US DHS Homeland Security grant	305,001	305,001	-
221	Emergency Services	Appropriation of US DHS Hazardous Materials Emergency Preparedness Grant	26,057	26,057	-
232	Impact Fees Fund	Allocation of Roads Impact Fees for the Paseo del Sol Extension CIP Project	40,000	-	(40,000)
232	Impact Fees Fund	Allocation of Roads Impact Fees for the Henry Lynch Road CIP Project	22,500	-	(22,500)
240	Community Development	Adjustment to US HUD CDBG grant budget based on final award	23,093	23,093	-
240	Community Development	Appropriation from Environmental Services to cover projected negative year-end balance in the Santa Fe Beautiful Program	2,325	2,325	-
241	Senior Citizen Grants/Programs	Appropriation from savings in General Fund/Community Services Admin. for the Senior Nutrition Program	20,000	20,000	-
251	Library Fund	Appropriation of NM State Library ARPA Grant for purchase of Library materials	35,656	35,656	-
330	CIP Streets & Roadways	Allocation of Roads Impact Fees for the Paseo del Sol Extension CIP Project	40,000	40,000	-
330	CIP Streets & Roadways	Allocation of Roads Impact Fees for the Henry Lynch Road CIP Project	22,500	22,500	-
500	Waste Water Management	Appropriation from available balance for repair of a Wastewater Treatment Plant aeration basin mixer	60,000	-	(60,000)
500	Waste Water Management	Appropriation from available balance to cover increased Wastewater Treatment Plant natural gas utility costs	60,000	-	(60,000)
500	Waste Water Management	Appropriation for Wastewater employee training in compliance and permit reporting	54,219	-	(54,219)
505	Water Management	Appropriation from available balance to fund a Water Division summer intern position	3,200	-	(3,200)
545	Airport	Adjustment to re-budget remaining portion of US FAA grants for ongoing Airport improvements projects	741,256	741,256	-
550	Genoveva Chavez Community Ctr	Appropriation from savings in the GCCC fund to cover projected year-end deficits in the Fire and Police Departments	(1,169,093)	(1,169,093)	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Library Division for computer hardware purchases	1,400	1,400	-
TOTAL - Budget Amendments Not Previously Approved by City Council			***$ 604,706***	***$ 364,787***	***$ (239,919)***

CITY OF SANTA FE

4TH QUARTER FY 2021/22

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2021/22 BUDGET

CITY OF SANTA FE - FOURTH QUARTER FY 2021/2022
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a mechanic truck	$ 291,797	$ 291,797	$ -
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for equipment repair	152,894	-	(152,894)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equpment Reserve for purchase of a utility tractor and rotary cutter	66,276	66,276	-
810	SF Solid Waste Mgmt Agency	Appropriation for replacement of a solids handling pump and electrical control panel for the Caja del Rio Landfill effluent pond	39,519	-	(39,519)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a mechanic truck	291,797	-	(291,797)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equpment Reserve for purchase of a utility tractor and rotary cutter	66,276	-	(66,276)
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 908,559***	***$ 358,073***	***$ (550,486)***

CITY OF SANTA FE

4TH QUARTER FY 2021/22

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2021/22 BUDGET BY FUND

CITY OF SANTA FE - FOURTH QUARTER FY 2021/2022
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 2,539,335	$ 2,539,335	$ -
213	Lodgers' Tax Fund	25,052	25,052	-
216	Gross Receipts Tax Fund	509,774	509,774	-
221	Emergency Services	331,058	331,058	-
230	Resource Conservation Fund	537,000	537,000	-
232	Impact Fees Fund	249,947	-	(249,947)
233	Transportation Grants	297,083	297,083	-
240	Community Development	15,075,049	15,075,049	-
241	Senior Citizen Grants/Programs	20,000	20,000	-
251	Library Fund	35,656	35,656	-
257	Land Development Fund	250,000	-	(250,000)
330	CIP Streets & Roadways	346,447	346,447	-
500	Waste Water Management	190,554	-	(190,554)
505	Water Management	276,070	-	(276,070)
510	Environmental Services	1,115,457	-	(1,115,457)
511	Utilities Administration	811,548	-	(811,548)
520	Santa Fe Convention Center	25,052	25,052	-
545	Airport	1,836,108	1,836,108	-
550	Genoveva Chavez Community Ctr	(1,169,093)	(1,169,093)	-
620	Services to Other Departments	1,400	1,400	-
810	SF Solid Waste Mgmt Agency	550,486	358,073	(192,413)
811	SWMA Equip Replacement Fund	358,073	-	(358,073)
QUARTERLY TOTAL - ALL FUNDS		***$ 24,212,056***	***$ 20,767,994***	***$ (3,444,062)***

CITY OF SANTA FE

4TH QUARTER FY 2021/22

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SUB-SECTION [E]

SUMMARY SCHEDULE –
QUARTERLY BUDGET AMENDMENTS
RESOLUTION (BAR) –
LGBMS RECONCILIATION

Sub-Section E: City of Santa Fe - 4th Quarter FY 2021/22 Budget Amendments Resolution (BAR) - DFA LGBMS Reconciliation

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	3rd Quarter	4th Quarter	Net Change
100	General Fund	11000	General Operating Fund	Expenditures	109,697,739	112,213,254	2,515,515
100	General Fund	11000	General Operating Fund	Revenues	105,908,820	108,131,563	2,222,743
100	General Fund	11000	General Operating Fund	Transfers In	3,784,708	4,101,300	316,592
100	General Fund	11000	General Operating Fund	Transfers Out	24,294,493	24,318,313	23,820
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Revenues	9,547,446	9,572,498	25,052
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Transfers Out	4,122,682	4,147,734	25,052
216	Gross Receipts Tax	21000	Quality of Life GRT	Revenues	14,449,694	14,959,468	509,774
216	Gross Receipts Tax	21000	Quality of Life GRT	Transfers Out	22,622,418	23,132,192	509,774
221	Emergency Services	29900	Other Special Revenue	Expenditures	2,573,862	2,904,920	331,058
221	Emergency Services	29900	Other Special Revenue	Revenues	1,809,540	2,140,598	331,058
230	Resource Conservation	29900	Other Special Revenue	Expenditures	-	537,000	537,000
230	Resource Conservation	29900	Other Special Revenue	Transfers In	-	537,000	537,000
232	Impact Fees Fund	29900	Other Special Revenue	Transfers Out	3,633,451	3,883,398	249,947
233	Transportation Grants	21800	Intergovernmental Grants	Expenditures	575,772	872,855	297,083
233	Transportation Grants	21800	Intergovernmental Grants	Revenues	476,279	773,362	297,083
240	Community Development	21800	Intergovernmental Grants	Expenditures	8,992,189	24,067,238	15,075,049
240	Community Development	21800	Intergovernmental Grants	Revenues	2,416,433	17,489,157	15,072,724
240	Community Development	21800	Intergovernmental Grants	Transfers In	3,327,980	3,330,305	2,325
241	Senior Citizen Grants/Programs	21900	Senior Citizens	Expenditures	5,201,023	5,221,023	20,000
241	Senior Citizen Grants/Programs	21900	Senior Citizens	Transfers In	2,667,418	2,687,418	20,000
251	Library	29900	Other Special Revenue	Expenditures	1,633,240	1,668,896	35,656
251	Library	29900	Other Special Revenue	Revenues	798,411	834,067	35,656
254	Public Facilities Fund	21700	Recreation	Expenditures	262,464	214,464	(48,000)
254	Public Facilities Fund	21700	Recreation	Transfers Out	-	48,000	48,000
257	Land Development	29900	Other Special Revenue	Expenditures	-	250,000	250,000
330	CIP Streets & Roadways	30400	Road/Street Projects	Expenditures	16,063,448	16,409,895	346,447
330	CIP Streets & Roadways	30400	Road/Street Projects	Transfers In	5,388,537	5,734,984	346,447
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Expenditures	19,217,393	19,391,612	174,219
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Transfers Out	1,516,772	1,533,107	16,335
505	Water Management	50100	Water Enterprise	Expenditures	34,710,314	34,713,514	3,200
505	Water Management	50100	Water Enterprise	Transfers Out	3,890,168	4,163,038	272,870
510	Environmental Services	50200	Solid Waste Enterprise	Expenditures	16,948,324	18,061,456	1,113,132
510	Environmental Services	50200	Solid Waste Enterprise	Transfers Out	1,427,078	1,429,403	2,325
511	Utilities Administration	59900	Other Enterprise	Expenditures	6,128,438	6,939,986	811,548
520	Santa Fe Convention Center	51300	Convention/Events Center	Transfers In	3,594,489	3,619,541	25,052
520	Santa Fe Convention Center	51300	Convention/Events Center	Transfers Out	18,227	43,279	25,052
545	Airport	50400	Airport Enterprise	Expenditures	26,985,728	28,821,836	1,836,108
545	Airport	50400	Airport Enterprise	Revenues	16,415,234	17,156,490	741,256
545	Airport	50400	Airport Enterprise	Transfers In	13,617,252	14,712,104	1,094,852

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	3rd Quarter	4th Quarter	Net Change
550	Genoveva Chavez Community Ctr	52500	Recreation Area Enterprise	Expenditures	6,141,552	4,972,459	(1,169,093)
550	Genoveva Chavez Community Ctr	52500	Recreation Area Enterprise	Transfers In	4,010,512	2,841,419	(1,169,093)
620	Services to Other Depts	69900	Other Internal Service	Expenditures	11,792,802	11,794,202	1,400
620	Services to Other Depts	69900	Other Internal Service	Revenues	11,801,474	11,802,874	1,400
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Expenditures	10,513,270	11,063,756	550,486
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Transfers In	1,464,627	1,822,700	358,073
811	SWMA Equip Replacement Fund	52100	Joint Utility	Transfers Out	1,347,957	1,706,030	358,073

City of Santa Fe, New Mexico
Memorandum

Date: July 7, 2022

To: Quality of Life Committee, Public Works and Utilities Committee, Governing Body

From: Kristine Mihelcic, City Clerk KM

RE: Zozobra Alcohol Sales 2022-2025

EXECUTIVE SUMMARY:
The resolution would allow the sale and consumption of alcohol during the annual burning of Zozobra community event produced by Kiwanis club of Santa Fe, Inc., a non-profit organization, on city property during a Friday in September for the years 2022-2025, pursuant to subsection 23-6.2 SFCC 1987.

BACKGROUND:
Beer and wine sales are permitted at Fort Marcy Park with Governing Body approval of a resolution authorizing the sale at least 30 days prior to an event. This resolution would approve alcohol sales during Zozobra for the next four years, planned to be held on a Friday in September from 2022-2025.

ACTION REQUESTED:
Approval of the Resolution permitting alcohol sales during the annual Burning of Zozobra.

ATTACHMENTS:
Resolution
Financial Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-___

INTRODUCED BY:

Councilor Signe I. Lindell	Mayor Alan Webber
Councilor Lee Garcia	Councilor Michael J. Garcia
Councilor Amanda Chavez	Councilor Renee Villarreal

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOL DURING THE ANNUAL BURNING OF ZOZOBRA COMMUNITY EVENT PRODUCED BY THE KIWANIS CLUB OF SANTA FE, INC., A NON-PROFIT ORGANIZATION AT FORT MARCY, DURING THE FRIDAY OF LABOR DAY FOR THE YEARS 2022-2025, PURSUANT TO SFCC 1987 SUBSECTION 23-6.2.

WHEREAS, the Governing Body adopted Ordinance No. 2021-14 on August 11, 2021, revising the process for approving the consumption of alcohol on city property, which is codified as SFCC 1987Section 23-6.2; and

WHEREAS, for locations not specifically mentioned in Section 23-6.2(A), the ordinance requires, at least thirty (30) days in advance of the event, the Governing Body to approve a resolution permitting the sale and consumption of alcohol that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance; and

WHEREAS, Section 23-6.2(B) limits alcohol sales and consumption at Fort Marcy ballpark to beer and wine; and

WHEREAS, the Annual Burning of Zozobra is produced by Kiwanis Club of Santa Fe, Inc. (the "Kiwanis Club"), a local non-profit organization, which is celebrating Zozobra's 98th Burning in 2022, its 99th Burning in 2023, its 100th Burning in 2024, and its 101st Burning in 2025, with each burning scheduled to occur on the Friday of Labor Day weekend of each year; and

WHEREAS, the Annual Burning of Zozobra is an internationally known and unique cultural event created by famed Santa Fe artist Will Shuster in 1924 and staged annually by the Kiwanis Club since 1964; and

WHEREAS, the Annual Burning of Zozobra remains a popular local cultural event as well as a strong tourism and economic development generator for the City of Santa Fe; and

WHEREAS, Kiwanis Club seeks authorization from the Governing Body to sell beer and wine at Fort Marcy Ball Park on the Friday of Labor Day weekend for the years 2022-2025, for a total of four annual events, in accordance with City of Santa Fe and State of New Mexico requirements.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the sale and consumption of alcohol on City property for the following event is hereby approved.

Event:	Annual Burning of Zozobra
Dates:	September 2, 2022; September 1, 2023; August 30, 2024; and August 29, 2025.
Hours:	5:30 pm to 9:30 pm
Location:	Fort Marcy Park
Number of expected attendees:	Up to 2,000 attendees
Permit(s):	Special Dispenser Permit
Required insurance:	Liquor liability insurance in the amount of $1,000,000.00

Other terms: The event shall adhere to all regulations required in SFCC 1987 Section 23-6.3.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Zozobra Alcohol Sales 2022-2025

FIR No. 10428

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Zozobra Alcohol Sales 2022-2025

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City Clerk

Staff Completing FIR: Kristine Mihelcic **Date:** 7/6/2022 **Phone:** 505-955-6327

Reviewed by City Attorney: _____ **Date:** Jul 7, 2022

Reviewed by Finance Director: Alexis Lotero _____ **Date:** Jul 7, 2022

Alexis Lotero (Jul 7, 2022 17:08 MDT)

Summary:
The resolution proposes approval of the sale and consumption of alcohol during the annual burning of Zozobra, a community event produced by Kiwanis club of Santa Fe, Inc., a non-profit organization, on City property during a Friday in September for the years 2022-2025, pursuant to subsection 23-6.2 SFCC 1987.

Departments Affected:
City Clerk, Police Department, Fire Department.

Consequences of Not Enacting Legislation:
Kiwanis would not be able to sell alcohol during Zozobra. Zozobra is a primary source of funds for the Kiwanis Club of Santa Fe. Alcohol sales will boost revenue.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The resolution is pursuant to the requirements of Section 23-6.3 SFCC

Performance and Administrative Implications:
By adopting a resolution approving the sale and consumption of alcohol at Zozobra for the next four years the current Governing Body potentially takes the decision to approve such sale and consumption away from a future Governing Body.

Fiscal Implications:
Negligible (Kiwanis will pay $25/year for the required permits).

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 23	FYE 24	FYE 25	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ 25	$ 25	$ 25		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 25	$ 25	$ 25		

Revenue Narrative:

Signature:

Email: kmmihelcic@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Lindell, Mayor Webber, Councilor Villarreal, Councilor L. Garcia, Councilor M. Garcia, Councilor Chavez)
A Resolution Authorizing the Sale and Consumption of Alcohol During the Annual Burning of Zozobra Community Event Produced by the Kiwanis Club of Santa Fe, Inc., a Non-Profit Organization at Fort Marcy, During the Friday of Labor Day for the Years 2022-2025, Pursuant to SFCC 1987 Subsection 23-6.2. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6327)

Committee Review:
Introduced: 07/13/22
Finance Committee: 7/18/2022
Quality of Life Committee: 07/20/22
Governing Body: 07/27/22

Item Type - resolution

Item Owner - Kristine Mihelcic

Item Sponsor - Signe Lindell

Item Tracking Number - 22-15182

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Jamie Cassutt

Motion Status -

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

Date: May 19, 2022

To: Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

Via: Rich Brown, Community and Economic Development Director

From: Terry Lease, Asset Development Manager TL

RE: Exempting leased space from use during major commercial events

---

EXECUTIVE SUMMARY:

The proposed Bill exempts space leased or otherwise committed by the City of Santa Fe from being used by major commercial events.

BACKGROUND:

As a result of the COVID-19 pandemic, increased outdoor seating at restaurants became a strategy for social distancing and economic survival. On June 24, 2020, the City took steps to allow for the increased use of outdoor areas for dining and alcohol service when it adopted Ordinance No. 2020-14, which permitted the use of any City sidewalk, street, right-of-way, or other special property for use as outdoor dining areas and for the sale and consumption of alcohol. On October 31, 2020 the City approved Ordinance No. 2020-28, which extended the expiration date of the permitted uses.

The City recognizes the popularity of the outdoor dining areas and the positive effect they have on the economic viability of local restaurants. In furtherance of the continued use of the outdoor dining areas, on November 10, 2021 the City approved Resolution 2021-64, which again extended the expiration date of the permitted uses with the goal that restaurants interested in continuing outdoor dining would negotiate leases with the City for either short-term or long-term use of the City's property.

As leases are negotiated with restaurants for either short-term or long-term use of the City's property it is apparent that the proposed premises for certain restaurants includes areas designated for use for major commercial events provided for in Section 12-5.3 SFCC 1987 (Ord. No. 1981-39, § 1, as amended). The proposed Bill exempts space leased or otherwise committed by the City of Santa Fe from the areas designated for use by major commercial events.

ACTION REQUESTED:

Adopt the Bill as presented

ATTACHMENTS:

Bill
Fiscal Impact Report

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 06/27/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Mayor Webber, Councilor Lindell)
An Ordinance Amending Section 23-5.2 SFCC 1987 to Specify that Major Commercial Events are Not Entitled to Use City Property that is Otherwise Leased by the City. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, 629-2206)

Committee Review:
Governing Body (Introduced): 05/25/2022
Governing Body (Public Comment): 06/08/2022
Public Works and Utilities Committee: 06/27/2022
Finance Committee: 07/05/22
Quality of Life Committee: 07/06/2022
Governing Body (Public Hearing): 07/13/22

Item Type - bill

Item Owner - Terry Lease

Item Sponsor - Alan Webber

Item Tracking Number - 22-14705

Motion Type - No Recommendation

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - tabled

Vote For Count - 3

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 2

VOTE SUMMARY

City of Santa Fe

Vote For Names - Chris Rivera, Michael Garcia, Lee Garcia

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth, Amanda Chavez

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/05/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Mayor Webber, Councilor Lindell)
An Ordinance Amending Section 23-5.2 SFCC 1987 to Specify that Major Commercial Events are Not Entitled to Use City Property that is Otherwise Leased by the City. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, 629-2206)

Committee Review:
Governing Body (Introduced): 05/25/2022
Governing Body (Public Comment): 06/08/2022
Public Works and Utilities Committee: 06/27/2022
Finance Committee: 07/05/22
Quality of Life Committee: 07/06/2022
Governing Body (Public Hearing): 07/27/2022

Item Type - bill

Item Owner - Terry Lease

Item Sponsor - Alan Webber

Item Tracking Number - 22-14705

Motion Type - Postpone to a Date Certain

Motion Mover - Jamie Cassutt

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

VOTE SUMMARY

City of Santa Fe

Vote For Names - Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Renee Villarreal

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 07/06/2022

Meeting Committee - Quality of Life Committee

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Mayor Webber, Councilor Lindell)
An Ordinance Amending Section 23-5.2 SFCC 1987 to Specify that Major Commercial Events are Not Entitled to Use City Property that is Otherwise Leased by the City. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, 629-2206)

Committee Review:
Governing Body (Introduced): 05/25/2022
Governing Body (Public Comment): 06/08/2022
Public Works and Utilities Committee: 06/27/2022
Finance Committee: 07/05/22 (postponed)
Quality of Life Committee: 07/06/2022
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body (Public Hearing): 07/27/2022

Item Type - bill

Item Owner - Terry Lease

Item Sponsor - Alan Webber

Item Tracking Number - 22-14705

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Amanda Chavez

Motion Status -

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

VOTE SUMMARY

City of Santa Fe

Vote Absent Count - 0

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 07/18/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Mayor Webber, Councilor Lindell)
An Ordinance Amending Section 23-5.2 SFCC 1987 to Specify that Major Commercial Events are Not Entitled to Use City Property that is Otherwise Leased by the City. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, 629-2206)

Committee Review:
Governing Body (Introduced): 05/25/2022
Governing Body (Public Comment): 06/08/2022
Public Works and Utilities Committee: 06/27/2022
Finance Committee: 07/05/22 (postponed)
Quality of Life Committee: 07/06/2022 (postponed)
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body (Public Hearing): 07/27/2022

Item Type - bill

Item Owner - Terry Lease

Item Sponsor - Alan Webber

Item Tracking Number - 22-14705

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

VOTE SUMMARY

City of Santa Fe

Vote Absent Count - 1

Vote For Names - Renee Villarreal, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SECTION 23-5.2 SFCC 1987 TO SPECIFY THAT MAJOR COMMERCIAL EVENT ARE NOT ENTITLED TO USE CITY PROPERTY THAT IS OTHERWISE LEASED BY THE CITY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 23-5.2 of SFCC 1987 (being Ord. No. 1981-39, § 1, as amended) is amended to read:

23-5.2 Plaza uses; events; allowed uses.

A. No more than eight (8) permits per calendar year shall be issued by the city for major commercial events held in the Plaza. The events permitted are as follows:

(1) Challenge New Mexico Arts and Crafts Show;

(2) Fourth of July Pancake Breakfast;

(3) Spanish Market;

(4) Contemporary Hispanic Market;

(5) Santa Fe Girls' Inc. Arts and Crafts Show;

underscored material = new [~~bracketed material~~] = delete

(6) Indian Market;

(7) Santa Fe Fiesta Labor Day Arts and Crafts Market; and

(8) Santa Fe Fiesta.

B. Except as otherwise committed to use through a lease by the City, [~~E~~]each of the major commercial events noted in paragraph A above shall continue their assigned locations, and the Contemporary Hispanic Market shall be allocated the space along Lincoln Avenue between Palace Avenue and Federal Place.

(1) In order to accommodate the Spanish Market's growth requirements, this subsection will allow the Spanish Colonial Arts Society use of East San Francisco Street from Don Gasper to Cathedral Place and Palace Avenue from Grant Avenue to Cathedral Place. The Spanish Market will also extend thirty-three feet, six inches (33' 6") onto the east side of Lincoln Avenue. This will allow the Spanish Colonial Arts Society the similar configuration as the Southwest Indian Arts' annual Indian Market.

(2) This subsection will allow the Contemporary Hispanic Market use of Lincoln Avenue from Palace Avenue intersection starting at thirty-three feet six inches (33' 6") on the east side and twenty feet (20') from the fire hydrant on the west side all the way to Federal Place. This will allow the Contemporary Hispanic Market the ability to provide for their immediate and future growth needs. Depending upon the number of booths, as an alternative to using Lincoln Avenue between Marcy Street and Federal Place, the city may require booths to be located on Marcy Street between Lincoln Avenue and Sheridan Street.

C. Each of the major commercial events noted in paragraph A above shall submit a preliminary site plan for their event to city staff for their review and approval no less than three (3) months prior to the event. Adequate access for public health, safety and welfare shall be maintained. Access to existing businesses shall be considered. The city may require specific

booth layouts. The city shall provide written comments to the event sponsor on the preliminary site plan within thirty (30) days of receipt of the plan. A final site plan shall be submitted to city staff no less than one (1) month prior to the event for their review and approval. City staff shall conduct inspections at the time of event setup.

D. Community Days Festival may occur on the Plaza the Friday, Saturday and Sunday preceding the Memorial Day Weekend.

E. No other event shall occur on the Plaza unless it qualifies as a noncommercial use. Sponsoring organizations shall comply with the fees as authorized in subsection 23-4.7 SFCC 1987 and established by resolution, unless the event is sponsored by the city.

F. Except for the authority to issue Plaza Park artist/artisan licenses for sales activity on the Plaza Park pursuant to subsection 23-5.3 SFCC 1987, a permit or authority to use the Plaza Park shall be granted only to a nonprofit organization and not an organization for profit or an individual.

G. The governing body shall, by resolution, authorize either a committee or city staff to receive, review and approve or deny requests for any function of a commercial or noncommercial use on the Plaza or Plaza Park.

H. Applicants for use of the Plaza or Plaza Park shall follow and be subject to the procedures, requirements and restrictions adopted by the governing body.

I. Any decision by the city manager or the city manager's designee may be appealed to the governing body within thirty (30) days of the decision. This provision does not apply to Plaza Park artist/artisan licenses that shall comply with subsection 23-5.3 SFCC 1987.

J. The city shall appoint a staff liaison for all major commercial events or noncommercial uses on the Plaza to oversee the administration of city regulations as they apply to each event.

K. Fees for the major commercial events shall be established by the governing body

by adoption of a resolution. Fees shall not be waived.

L. Sponsors of special events shall be responsible for ensuring that all participants in their event have special event vendor licenses. Special event sponsor license applications and special event vendor license applications shall include a statement signed by the applicant that the applicant agrees to file and pay applicable gross receipts taxes on receipts from the special event. Sponsors shall file with the city the informational material they distribute to the vendors regarding the vendor's responsibility to file and pay gross receipts taxes on their sales at the special event.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Bills/Leased Space for Commercial Events

FIR No. 10408

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Leased Space for Commercial Events

Sponsor(s): Mayor Webber

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Terry Lease TL **Date:** 5/5/22 **Phone:** 505-629-2206

Reviewed by City Attorney: [signature] **Date:** May 19, 2022

Reviewed by Finance Director: Alexis Lotero **Date:** May 22, 2022
Alexis Lotero (May 22, 2022 22:01 MDT)

Summary:
The City is negotiating leases for use of City property by restaurants for use as outdoor dining areas, which extend into certain areas of the City's right-of-way. As leases were being negotiated it became apparent that the proposed premises for certain restaurants conflict with areas designated for use for major commercial events provided for in Section 12-5.3 SFCC 1987 (being Ord. No. 1981-39, § 1, as amended). The proposed Bill exempts space leased or otherwise committed by the City that is located in the areas traditionally used for major commercial events by, among others, Indian Market and Spanish Market, from the areas that are available for use.

Departments Affected:
Community and Economic Development, Public Works Department

Consequences of Not Enacting Legislation:
If the legislation is not enacted, there is a potential conflict between the City, restaurants, and organizers of certain major commercial events.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Bill amends the same section of code as another Bill that allows for up to 10 small commercial events on the Plaza.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
While this Bill has no direct fiscal impact, its approval will avoid potential conflicts with several outdoor dining leases that are estimated to generate more than $70,000 in rents to the City annually.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: tjlease@santafenm.gov

Signature: Richard Brown

Email: rdbrown@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor Chris Rivera — Mayor Alan Webber

Councilor Carol Romero-Wirth — Councilor Amanda Chavez

Councilwoman Renee Villarreal — Councilor Jamie Cassutt

A RESOLUTION

UPDATING THE TERMS OF APPROVAL INCLUDED IN RESOLUTION NO. 2020-24 AND 2022-9 TO CHANGE THE PERMITTED LOCATION OF BANNERS COMMEMORATING "HOMETOWN HEROES" FROM THE CERRILLOS ROAD CORRIDOR TO THE RAILYARD, GUADALUPE STREET, AND THE GREATER DOWNTOWN AREA.

WHEREAS, Santa Fe City Code Section 14-8.10 allows for the installation of banners to identify the geographic location associated with local business groups, neighborhoods, or community groups; the dates associated with important civic milestones, activities, or holidays; or a sense of place and community that are erected by the City of Santa Fe ("City") or its permittee, if approved by the Governing Body via Resolution; and

WHEREAS, "Banner" is defined as "a *temporary sign* no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a city-owned support structure"; and

WHEREAS, the Resolution regarding installation of banners must specify dates of display, location, number, design approval process, installation, maintenance, and cost installation; and

WHEREAS, Resolution No. 2019-23 approved the design and installation for 20 banners commemorating the lives of those local veterans who are serving, have served, or have been honorably discharged from the United States Military; and

WHEREAS, Resolution No. 2019-37 approved an additional 30 additional banners for the same purpose; and

WHEREAS, Resolution No. 2020-24 approved as many banners as there are light poles along Cerrillos Road between I-25 and Rodeo Road; and

WHEREAS, Resolution No. 2022-9 expanded the display of the banners on sign support structures installed along Cerrillos Road between I-25 and St. Michaels Drive; and

WHEREAS, since the Governing Body's adoption of Resolution No. 2022-9, safety and liability concerns have arisen regarding hanging the banners on light poles along Cerrillos Road, necessitating an alternative plan for displaying the banners; and

WHEREAS, support structures on decorative light poles are already in place along Guadalupe Street, in the Railyard, and in certain places downtown some of which have recently been used for the Guadalupe Street merchants and La Fonda for banners; and

WHEREAS, Governing Body desires to act immediately to approve installation of the banners to demonstrate respect for the veterans honored by the banners and their families.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following design and installation plan is hereby approved:

Dates: The banners may be displayed until the day after Veterans Day, 2022.

Location: The banners may be displayed on decorative light poles in the City-controlled areas of the Railyard and along Guadalupe Street, and in the

downtown area, provided appropriate approvals are obtained in the areas governed by historic overlay districts.

Number: As depicted in the attached Exhibits A and B, sixty-seven (67) banners, one banner per decorative light pole, may be displayed in the Railyard and on Guadalupe Street between Alameda and Paseo de Peralta (South); fifty-three (53) banners, one per decorative light pole, may be displayed in certain areas downtown.

Other Approvals: The City Attorney has reviewed the design as conforming to applicable requirements and restrictions in Section 14.8-10(2)(b) and, as a condition of approval, the Public Works Department must approve the proposed manner and location of installation, and the Historic District Review Board must approve the design pursuant to 14.10-8(H).

Installation: The American Legion Post 12 will be responsible for the installation of the banners associated with this request, including obtaining the obstruction permits required for installation and removal of the banners pursuant to standard City procedures. For banners on roads

Maintenance: Banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately at the expense of the American Legion Post 12. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.

Cost Allocation: The American Legion Post 12 shall be responsible for all costs associated with the purchasing, installation, and removal of the banners.

PASSED, APPROVED, and ADOPTED this ___day of_____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Veterans Banners Update

VOTE SUMMARY

City of Santa Fe

Meeting Name - Governing Body - Regular Meeting

Meeting Start Date - 07/13/2022

Meeting Committee - Governing Body

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor M. Garcia, Councilor Rivera, Mayor Webber, Councilor Romero-Wirth, Councilor Chavez, Councilwoman Villarreal, Councilor Cassutt)
A Resolution Updating the Terms of Approval Included in Resolution Nos. 2020-24 and 2022-9 to Change the Permitted Location of Banners Commemorating “Hometown Heroes” From the Cerrillos Road Corridor to the Railyard, Guadalupe Street, and the Greater Downtown Area. (John Blair, City Manager: jwblair@santafenm.gov)

Committee Review:
Introduced: 07/13/22
Quality of Life Committee: 07/20/22
Public Works and Utilities Committee: 7/25/22
Governing Body: 7/27/22

Item Type - resolution

Item Owner - John Blair

Item Sponsor - Michael Garcia

Item Tracking Number - 22-15208

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Renee Villarreal

Motion Status - approved

Vote For Count - 8

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

VOTE SUMMARY

City of Santa Fe

Vote For Names - Jamie Cassutt, Amanda Chavez, Lee Garcia, Michael Garcia, Chris Rivera, Carol Romero-Wirth, Renee Villarreal, Alan Webber

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Signe Lindell

User Name - Jesse Guillen

User Email - jbguillen@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

Date: July 8, 2022

To: Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney
Kristine Mihelcic, City Clerk KM

From: Jesse Guillen, Legislation and Policy Innovation Manager

RE: Adoption of New Council Committee Rules

EXECUTIVE SUMMARY:

The proposed Resolution adopts a new version of the Committee Rules applicable to the City Council Standing Committees.

BACKGROUND:

On January 13, 2022 the Governing Body adopted Resolution No. 2022-4 that adopted a new version of the Governing Body Procedural Rules. The proposed Resolution adopts a new version of rules for the City Council Standing Committees that aligns the Committee Rules with the Governing Body Procedural Rules.

The current Committee Rules were first adopted in 1984 and most recently amended in 2009. They do not reflect the realistic workings of committees and make no distinction between City Council Standing Committees and advisory committees. The proposed rules provide guidance to City Council Standing Committees that correlates with the Governing Body Procedural Rules. Rules for advisory committees will be forthcoming.

ACTION REQUESTED:

Approve the Resolution and attached Council Committee Procedural Rules as presented.

ATTACHMENTS:

Resolution
Proposed Rules
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A RESOLUTION

ADOPTING NEW PROCEDURAL RULES FOR CITY COUNCIL STANDING COMMITTEES.

WHEREAS, the Governing Body first adopted rules for committees on August 8, 1984 with the approval of Resolution No. 1984-56; and

WHEREAS, the committee rules have been amended twice since they were adopted, first by Resolution No. 1990-16 and then by Resolution No. 2009-20; and

WHEREAS, on January 13, 2022 the Governing Body adopted Resolution 2022-4 that adopted a new version of the Governing Body Procedural Rules; and

WHEREAS, there is a need to align the rules for City Council Standing Committees with those of the Governing Body; and

WHEREAS, the proposed rules apply only to City Council Standing Committees and not to other committees associated with the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Council Standing Committee Procedural Rules are hereby

adopted.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Adoption of New Council Committee Rules

FIR No. 10407

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adoption of New Council Committee Rules

Sponsor(s): Councilor Romero-Wirth and Councilor Cassutt

Reviewing Department(s): City Attorney's Office, City Clerk's Office

Staff Completing FIR: Jesse Guillen **Date:** 6/27/22 **Phone:** 955-6518

Reviewed by City Attorney: _____ **Date:** Jul 8, 2022

Reviewed by Finance Director: Alexis Lotero **Date:** Jul 8, 2022

Alexis Lotero (Jul 8, 2022 14:40 MDT)

Summary:
The proposed Resolution adopts a new version of the Governing Body procedural rules. The proposed rules are specific to the City Council Standing Committees and are consistent with the rules adopted for the Governing Body by Resolution No. 2022-4.

Departments Affected:
City Clerk's office, City Attorney's Office – Legislative Services, staff liaisons for Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee.

Consequences of Not Enacting Legislation:
All committees would continue to use outdated rules that are not consistent with the recently adopted Governing Body procedural rules.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed Resolution is related to Resolution No. 2022-4 that adopted new Governing Body Procedural Rules.

Performance and Administrative Implications:
Staff and committee members will need to be trained as to the new rules and how they affect the meetings.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

CITY OF SANTA FE

RULES & PROCEDURES

FOR

CITY COMMITTEES

ADOPTED BY
RESOLUTION NO. 19 24-- 5'=,
DATE August *i,* \°l-&±

AMENDED BY
RESOLUTION NO. !9CJO -/'=,
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RESOLUTION NO. 2oo9 -20
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INTRODUCTION

The following rules and procedures are intended to serve as a guide for the many committees which serve City government. They are not intended to replace Robert's Rules of Order. If there is a conflict between the committee rules and procedures and the enabling state statute or city ordinance, which creates the committee, the statute or ordinance shall prevail.

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~~Exhibit "A"Sample Agenda List of~~

~~Existing Committees~~

I. Purpose

These procedural rules ("Rules") are intended for use by the City Council Standing Committees of the City of Santa Fe ("Council Committees") to guide the actions of the Council Committees in the general conduct of business and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent and enable the effective functioning of the Council Committees.

ARTICLE 1 - DEFINITIONS

For the purposes of Committee Rules and Procedures:

~~ADVISORY COMMITTEE~~	~~means a city board, commission or committee whose purpose is to advise the governing body on matters within the scope of its authority. Unless otherwise specified by ordinance, all city committees are advisory in nature.~~
COMMITTEE	means a City board, comm1ss1on, committee or authority, appointed by the mayor with the approval of the City Council.
GOVERNING BODY	means the Councilors and the Mayor or the Councilors and the Mayor Pro Tempore meeting in a session duly called.
~~JOINT COMMITTEE~~	~~means a committee composed of members of both City and County government.~~
~~REGULATORY COMMITTEE~~	~~means a committee which has been delegated decision-making authority, either by city ordinance or state statute, or both.~~
~~SPECIAL COMMITTEE~~	~~means a committee formed by resolution (includes Ad Hoc of the governing body, whose duties and Committee & Task Force) responsibilities generally involve a specific task. When the task is completed, the committee is automatically dissolved.~~
STAFF LIAISON	means a member of the City staff assigned to coordinate the work of a specific committee.
~~STANDING COMMITTEE~~	~~means a committee formed by resolution or ordinance of the governing body, whose work is to be generally continuous and a part of the fundamental concerns of the governing body.~~
~~STATUTORY COMMITTEE~~	~~means a committee formed pursuant to state statute.~~

ARTICLE 2 - PROCEDURES FOR ESTABLISHMENT OF COMMITTEES

ESTABLISHMENT OF COMMITTEES: The creation of a committee requires formal action by the governing body. Statutory committees may be formed by city ordinance in compliance with state law. Departmental and special committees are formed by resolution of the governing body. Unless otherwise specified by city ordinance, all city committee members are advisory in nature to the governing body. All City Committee members, unless otherwise specified by city ordinance shall be appointed by the mayor with the advice and consent of the City Council.

ARTICLE 3 - NAME, PURPOSE, DUTIES AND RESPONSIBILITIES

Section 1. NAME: Each committee shall have a name as stated in the committee's enabling ordinance or resolution.

Section 2. PURPOSE: Each committee shall have a purpose as stated in the committee's enabling ordinance or resolution.

Section 3. DUTIES AND RESPONSIBILITIES: Each committee shall have its duties and responsibilities stated in its enabling ordinance or resolution. Duties and responsibilities include at a minimum, the following:

A Duties and Responsibilities:

(1) To initiate, review, and make recommendations to the governing body and City staff on matters related to its area of responsibility.

(2) To assist administrative departments of the City in defining programs which meet the needs of the residents of the City.

(3) To provide public information for groups interested in its area of responsibility.

(4) If a regulatory committee, to follow all laws, procedures, rules and regulations governing its area of responsibility.

(5) To perform other duties as the governing body may direct.

(6) To submit reports, as required, to the governing body.

(7) To meet as necessary, to accomplish its duties and responsibilities.

(8) To hold public meetings and hearings at specified times under the provisions of Article X of Committee rules and procedures and in compliance with the state Open Meetings Act (Sec. 10-15-1 through 10-15-4 NMSA 1978).

(9) To make recommendations to the governing body relative to needed policies, ordinances, and programs to achieve the committee's purposes.

10) To keep minutes of meetings in accordance with Open Meetings Act.

B. Committee Members Responsibilities Include:

(1) Attending meetings when required to carry out the work of the committee.

(2) Reviewing background material in preparation for meetings.

ARTICLE 43 - ADMINISTRATIONVE RESPONSIBILITY

DESIGNATION OF STAFF LIAISON TO COMMITTEE: In order to ensure accurate communication and proper information dissemination to the mayor and city council, the public and the news media, The City Manager shall designate a staff liaison to eachthe Council cCommittees for the purpose of coordinating Council Ccommittee meetings with the City Clerk's office, the each Council Ccommittee's chairperson, and relevant staff. The Staff Liaison shall perform the following duties: shall be designated by the city manager.

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ARTICLE 5 -ADMINISTRATIVE SUPPORT

Section 1. ADMINISTRATIVE SUPPORT: Coordination of secretarial and related administrative support to a committee is a function of the staff liaison, however; when authorized by the city manager, a staff secretary may be assigned to a committee and shall have the following duties and any others as may be prescribed by the committee chairman of the committee upon approval of the city manager:

A. To cause the minutes of the committee meetings to be taken, transcribed and typed to provide an accurate summary of the meeting.

B. To give notice of all meetings in accordance with these procedures and the general guidelines of the committee, to the committee members, city manager's office, and to the staff liaison seven days in advance of the meeting.

C.A. To pPrepare an agendas, reports and correspondence for the committee under the direction of the chairman, file them with the City Clerk and send a copy to the staff liaison seven days in advance of the meeting.for relevant Council Committee meetings in coordination with the relevant Presiding Officer;

ARTICLE 6 RELATIONSHIP WITH OTHER ENTITIES

Section 1. OVERALL COORDINATION: As advisory representatives of the governing body, committees shall:

A. provide a forum for discussion and study of matters of mutual interest to other governmental entities, businesses, members of the community and members of the governing body; and

B. identify, clarify and comprehensively plan for the solution of problems within the committee's area of responsibility.

Section 2. RELATIONSHIP WITH GOVERNING BODY:

A. The committee is to review, recommend and advise the governing body on policy matters in its area of responsibility.

B. All actions of a committee, except decisions of regulatory committees, governed by state statute or the City Code, are subject to approval of the governing body.

C. No action of a committee shall relieve the governing body of its responsibilities or usurp the authority granted to the governing body, except those regulatory committees which have specific decision-making authority, set out in state statutes and the City Code.

D. Conflicts arising as to decision-making authority versus advisory capacity shall be referred in writing to the governing body through the city manager. The decision of the governing body is final.

Section 3. RELATIONSHIP WITH ADMINISTRATIVE STAFF:

A. Committees shall be assigned a City staff member who will:

(1) be assigned as staff liaison to the committee;

(1) attend all Council coCmmittee meetings;
(2) record the roll call and track the motions and votes of all action items, unless delegated to additional staff support

(3) provide background information for use by the committeedistribute supporting materials as neessary;

(4) advocate positions on behalf of the committee, to the governing body; and

(5) provide reports to the governing body at their regularly scheduled council meeting and in coordination with the city manager.

B. The staff liaison shall not have a vote on Council cCommittee actions.;

C. Any additional work beyond items A (1) through (5) above staff work shall be requested of the city manager by the chairman of the committee and shall:

(1) be in writing;

(2) specifically state the nature of the work required; and

(3) state the purpose for which the additional work is required.

D. Conflicts arising as the relationship between a committee and city staff shall be referred, in writing, to the city manager.

Section 4. RELATIONSHIPS WITH OTHER PUBLIC AND PRIVATE AGENCIES:

A. Committees may call upon private and public agencies for information in order to make decisions and recommendations.

B. Committees may provide guidance and information requested by such bodies; however, this should be done judiciously, so that no action of a full committee or individual committee members can be interpreted as an official position of the governing body.

C. Conflicts arising as to the position of a committee or a committee member and a position of the governing body shall be referred, in writing, to the governing body through the city manager.

D. At the discretion of the committee chairman, members may undertake special assignments outside of committee meetings that are required for the efficient dispatch of its business.

Section 5. RELATIONSHIP WITH JOINT COMMITTEES: Joint committees, unless otherwise specified in their enabling legislation or agreement, or unless otherwise agreed upon by the governing body and the county commissioners, when considering city business, shall follow the procedures of the governing body.

ARTICLE 7 - MEMBERSHIP

Section 1. CRITERIA: The governing body shall consider the following in determining the composition and membership of each committee:

A. There shall be a minimum of three members on a committee. The exact number of members shall be specified in the enabling ordinance or resolution.

~~8 . The length of term for each committee member shall be designated in the ordinance or resolution adopted for that committee by the governing body.~~

~~C. All members of city committees shall be residents of the city unless otherwise specified by the governing body.~~

~~D. The prospective committee members shall be asked before appointment if they are willing to serve on the committee. After appointment they shall be informed as to the scope of the committees work.~~

~~E. The City of Santa Fe will strive to obtain and retain on the membership of each City of Santa Fe citizens' board, commission, and committee a geographical balance between the four voting districts for municipal elections.~~

~~F. The Mayor is encouraged, when filling vacancies on the City's boards, commissions, or committees, to endeavor to obtain the names of qualified and interested citizens from cross-section of the community by issuing public notices requesting applications when insufficient names are readily available.~~

~~Section 2. APPOINTMENT: Committees, whether standing or special, shall be appointed by the mayor with the approval of the city council, at the organizational meeting of the governing body and at such other times as the governing body deems appropriate.~~

~~Section 3. LIABILITY INSURANCE: All members of committees are covered under the city's liability insurance program while acting within the scope of their assigned duties.~~

A. Agendas.

1. An agenda shall be prepared for each meeting and distributed to all members of a Council Committee, the City Clerk's office, and the Staff Liaison. The agenda shall include, at a minimum, the following sections:
    a. Call to Order
    b. Roll Call
    c. Approval of Agenda
    d. Approval of Consent Agenda
    e. Approval of Minutes
    f. Presentations
    g. Action Items: Consent Agenda
    h. Action Items: Discussion Agenda
    i. Next Meeting
    j. Adjourn
2. When legislation is introduced at a Council Committee meeting due to necessity or emergency in accordance with the Governing Body Procedural Rules, the Council Committee may challenge the proposed schedule and revise the schedule to include additional relevant committees with a majority vote.
3. Council Committee members are encouraged to communicate their intent to remove an item from the consent agenda to the staff liaison and chair no later than four (4) hours prior to the commencement of Council Committee meeting. If a member does not notify the staff liaison of their intent to remove an item from the consent agenda at least four (4) hours prior to the Council Committee meeting, the member may still remove

the item from the consent agenda for debate or discussion with the Council Committee, but the staff representative may not be available.

ARTICLE 8 -·~~OFFICERS~~COMMITTEE CHAIRS

A . ~~Section 1.~~ ~~NUMBER OF~~ OFFICERS: Officers of Council Committees shall consist of a Presiding Officer~~chairman and vice chairman~~. If the Presiding Officer is unable to attend, the Presiding Officer shall designate an alternate member of the Council Committee to run the meeting in the Presiding Officer's absence. If the Presiding Officer is unable to designate another member as Presiding Officer for that meeting, the members shall elect a member of the Council Committee to serve as Presiding Officer for that meeting.

~~Section 2.~~B. METHOD OF SELECTION: The mayor, with the approval of the C~~c~~ity C~~c~~ouncil, shall designate the ~~chairman~~Presiding Officer of each Council ~~c~~Committee~~; the vice chairman shall be designated by the chairman, unless the enabling legislation specifies otherwise~~.

~~Section 3.~~C. DUTIES AND POWERS OF THE PRESIDING OFFICER~~S~~: The Presiding Officer or the Presiding Officer's designee shall undertake the following duties and powers: ~~shall be undertaken by the respective officers with the right to delegate duties to other committee members being reserved to the chairman .~~

***NOTE:** Article 7 -Amended by Resolution 1990-16
Approved on March 14, 1990

A. The Chairman's duties are to:

(1) preside at Council cCommittee meetings.

(2) call special meetings.

(3) make appointments to subcommittees, or task forces of the Council Committee groups.

(4) represent the Council cCommittee in public and to speak and act on behalf of the Council cCommittee.

(5) execute reports on behalf of the Council cCommittee.

(6) take initial action on directives from the governing body.

(7) establish the agenda for the Council cCommittee members.

(8) authorize special assignments for committee members.

(9) inform the committee of results of all committee reports or recommendations to the governing body.

(10)(8) communicate to the Ggoverning Bbody the actions and recommendations of the Council Ccommittee through the Ccity Mmanager by memorandum or report signed by the Council Ccommittee's Presiding Officer chairman or his designated.

B. The Vice Chairman's duties are, in the absence of the committee chairman, to assume all duties and responsibilities of the chairman.

Section 4. TERMS OF OFFICE: Committee officers shall serve for a period of one year unless they are removed from office or are no longer in office due to resignation or illness, or unless the enabling legislation specifies otherwise.

ARTICLE 9 - REMOVAL, RESIGNATION AND VACANCIES

Section 1. REMOVAL:

A. Any member of a committee may be removed by the mayor with the approval of the city council, with or without cause, unless otherwise provided for by the enabling legislation.

B. After three consecutive unexcused absences a committee member shall be automatically removed and notified thereof by the chairman.

Section 2. RESIGNATION: Any member of a committee may resign his post or membership upon notification, in writing, to the committee chairman and the mayor.

Section 3. VACANCIES: Notification of occurring vacancies shall be given to the mayor by the committee chairman through the city manager's office.

A. Upon a vacancy occurring in the office of the committee chairman, the vice chairman shall automatically become chairman for the balance of the unexpired term, unless otherwise stated in the enabling legislation.

B. Vacancies shall be filled in the same manner as initial appointments and shall be for the remainder of the unexpired term.

Section 4. EXPIRATION OF TERM: A member of a committee whose term has expired continues to serve until such time as his or her successor is appointed.

ARTICLE 10 - MEETINGS

Section 1. REGULAR MEETINGS: Notification to committee members of regular meetings shall be made by the committee's staff liaison, or the designated person to do this task, at least seven days prior to each regular meeting and such notification shall be in the form of the committee's agenda following a format provided by the city manager. (See Exhibit A). The agenda shall be filed with the office of the city clerk and a copy shall be sent to the person designated by the city manager as overall committee liaison. The date, time and location of the meeting shall be posted at City Hall. Committee members may be notified of regular meetings by the staff liaison by telephone. All meetings held for the purpose of discussing public business, shall be in compliance with the Open Meetings Act (10-15-1 through 10-15-4 NMSA 1978).

Section 2. SPECIAL MEETINGS: Special meetings may be called by the committee chairman or in his absence by the vice chairman, or at the request of the city manager.

A. Notice of meetings so called shall be made in writing by the chairman to all members with the purpose for the meeting so stated.

B. The calling of special meetings shall allow at least five days notice prior to the meeting date.

C. Meetings of an emergency nature may be called by the chairman notifying members by phone or in person stating the emergency nature of the special meeting. Such meetings are not subject to a prior notice time requirement but the media must be notified and the meeting is subject to the provisions of the Open Meetings Act.

Section 3. JOINT COMMITTEE MEETINGS: Unless otherwise agreed upon by the governing body and the county commissioners, joint city/county committees shall follow the standard city rules and procedures when considering city business.

~~Section 4. QUORUM REQUIREMENTS: Unless otherwise specified in committee's enabling legislation, a majority of the regular committee members shall constitute a quorum for the transaction of official business.~~

~~Section 5. OPEN MEETINGS ACT: All meetings of committees are subject to the Open Meetings Act.~~

ARTICLE 11 – DEBATE AND VOTING

A. Debate: The Presiding Officer generally recognizes committee members in the order in which they request the floor. If the item on the agenda is legislation, the Presiding Officer shall allow the sponsor of the legislation the opportunity to make a motion and speak first on the item.

B. VOTING PRIVILEGES: All Council Committee members shall have the privilege of voting on matters or questions before the Council cCommittee.

C. MANNER OF VOTING: Voting shall be conducted in the following manner:

A. A majority of the members shall constitute a quorum;~~.~~

~~B.~~ Each member~~, excluding the chairman,~~ shall have one vote. ~~The chairman may vote only in the case of a tie or when his or her vote will provide the necessary number of votes required by law for taking action on an issue before the committee.~~

~~C.~~B. When a quorum is present at any meeting, the vote of a ~~-~~majority of members present shall decide any questions brought ~~-~~before such ~~-~~a meeting~~-~~, except when extraordinary majorities are required as determined~~-~~ by Robert's Rules of Order or other applicable law or rule;~~.~~

C. ~~Telephone p~~Polls or proxy voting are not a valid method of voting;

D. Council Committees shall take one of the following actions, pursuant to Section IV(C)(4)(a)-(f) of the Governing Body Procedural Rules:

1) Approve;
2) Approve as amended;
3) Deny;
4) No recommendation;
5) Refer to another committee; or
6) Postpone to a date certain; and

~~D.~~E. The roll call vote shall take place in alphabetical order with the following special provision. On the first roll call vote of the session, the roll call shall begin with the first name on the list; on the second vote, the roll call shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Chair shall in all instances vote last.~~.~~

Decorum

All members of City Council Standing Committees shall abide by the decorum rules established in Section V(A) of the Governing Body Procedural Rules at all times.

Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Rober's Rules of Order.*

History

Adopted by Resolution NO. 1984-56 on August 8, 1984;
Amended by Resolution No. 1990-16 on March 14, 1990;
Amended by Resolution No. 2009-20 on February 11, 2009; and
New Version Adopted by Resolution NO. 2022-__ on _____, 2022.

~~**ARTICLE 12 - RULES OF PROCEDURE FOR AGENDAS**~~

~~Section 1. PROCEDURES: All committee meetings shall be conducted in accordance with Robert's Rules of Order.~~

~~Section 2. AGENDA: A typed agenda shall be prepared for each meeting and copies shall be distributed by the chairman, or the chair's~~his designee, to all members of a committee, the city clerk's office, and the committee liaison. The agenda shall include, at a minimum, the following sections:

~~_____ Roll Call~~
~~A. Approval of Agenda~~
~~B. Approval of Minutes~~
~~C. Reports of Officers, subcommittees and task force groups~~
~~D. Unfinished business~~
~~E. New business~~
~~_____ Adjournment~~

~~**ARTICLE 13 - MINUTES**~~

~~In accordance with the state Open Meetings Act (Sec. 10-15-1 through 10-15-4 NMSA 1978), any~~

~~"... board, commission or other policy-making body shall keep written minutes of all its meetings. The minutes shall include, as a minimum, the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken which show how each member voted . All minutes shall be open to public inspection. Draft minutes shall be prepared within ten working days after the meeting. Minutes shall not become official until approved by the policy-making body. . ."~~

~~"The Compliance Guide for New Mexico Public Officials and Citizens" put out by the Attorney General says the following:~~

> ~~"All public bodies subject to the provisions of this Act are required to keep minutes of all open meetings. The minutes of meetings closed pursuant to the specific provisions of this Act or minutes of meetings not subject to this Act do not have to be kept. Minutes of open meetings shall record at least the following information:~~
>
> ~~(a) the date, time and place of the meeting;~~
> ~~(b) the names of all members of the body in attendance and a list of those members absent;~~
> ~~(c) a statement of what proposals were considered;~~
> ~~(d) a record of any decision made by the body and of how each member voted at each vote."*~~

*Note from Compliance Guide: ...the Attorney General would advise that this requirement would apply only to votes ordinarily taken by roll call in accordance with the rules of parliamentary procedure and does not require a roll call on each vote" ...

EXHIBIT "A"

SAMPLE AGENDA

Name of Committee
Location of Meeting
Date of Meeting
Time of Meeting

I. PROCEDURES

A Roll Call

B. Approval of minutes of previous Meeting (dates, if applicable)

II. REPORTS

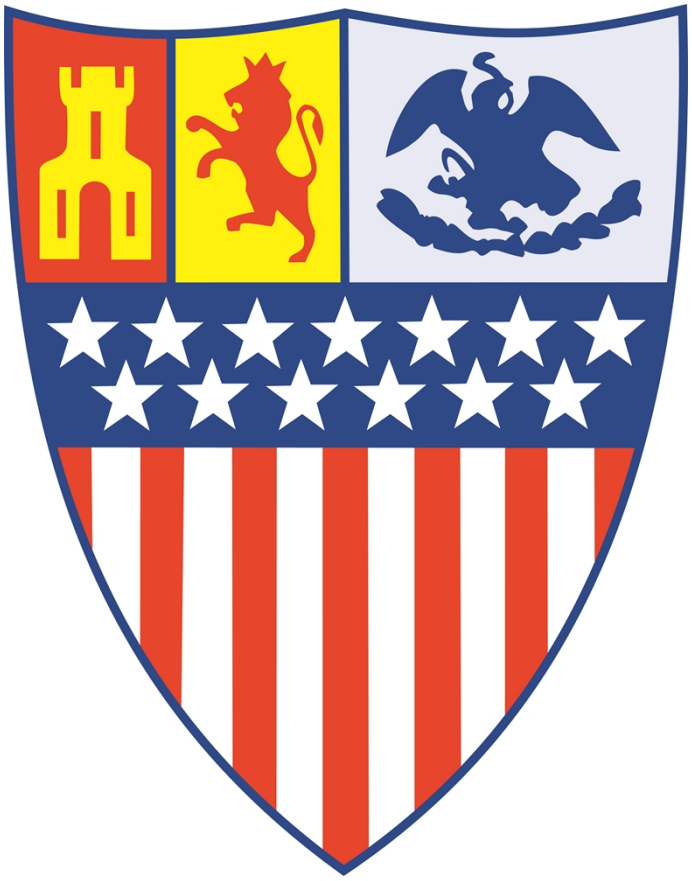
A Officers of Committee
1. List individual items
2.
3.

B. Subcommittees
1.
2.
3.

III. UNFINISHED BUSINESS
1. (list topics)
2.

IV. NEW BUSINESS
1. (list topics)
2.
3.

V. IV. ADJOURNMENT



CITY COUNCIL
STANDING COMMITTEE
PROCEDURAL RULES

ADOPTED _____, 2022

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I. Purpose

These procedural rules ("Rules") are intended for use by the City Council Standing Committees of the City of Santa Fe ("Council Committees") to guide the actions of the Council Committees in the general conduct of business and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent and enable the effective functioning of the Council Committees.

II. Definitions

Bill means a proposed law presented to the Governing Body for approval and adoption.
City means the City of Santa Fe, New Mexico.
City Council means the City Councilors as a group, exclusive of the mayor.
City Council Standing Committee or ***Council Committee*** means a standing committee comprised entirely of City Councilors.
Governing Body means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state's Open Meetings Act.
Legislation means a bill or resolution.
Minutes means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.
Open Meetings Act ("OMA") means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.
Ordinance means a law that has been approved and adopted by the Governing Body.
Packet Material means the minimum documents necessary for Governing Body to act on the relevant item.
Presiding Officer means the chair of the Council Committee or, in the absence of the chair, the person designated pursuant to these rules.
Resolution means a formal expression of the Governing Body's opinion, will, or intent.
Staff Liaison means a member of City staff assigned to coordinate the meetings of a specific council committee.
Standing Committee means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

III. Administration

A. Staff Liaison.

1. The City Manager shall designate a Staff Liaison to the Council Committees for the purpose of coordinating Council Committee meetings with the City Clerk's office, each Council Committee's Presiding Officer, and relevant staff. The Staff Liaison shall perform the following duties:

    a. Prepare an agenda for relevant Council Committee meetings in coordination with the relevant Presiding

Officer;
b. attend all Council Committee meetings;
c. record the roll call and track the motions and votes of all action items, unless delegated to additional staff support; and
d. distribute supporting materials as necessary;

2. The staff liaison shall not have a vote on Council Committee actions

B. Agendas.

1. An agenda shall be prepared for each meeting and distributed to all members of a Council Committee, the City Clerk's office, and the Staff Liaison. The agenda shall include, at a minimum, the following sections:
   a. Call to Order
   b. Roll Call
   c. Approval of Agenda
   d. Approval of Consent Agenda
   e. Approval of Minutes
   f. Presentations
   g. Action Items: Consent Agenda
   h. Action Items: Discussion Agenda
   i. Next Meeting
   j. Adjourn
2. When legislation is introduced at a Council Committee meeting due to necessity or emergency in accordance with the Governing Body Procedural Rules, the Council Committee may challenge the proposed schedule and revise the schedule to include additional relevant committees with a majority vote.
3. Council Committee members are encouraged to communicate their intent to remove an item from the consent agenda to the staff liaison and chair no later than four (4) hours prior to the commencement of Council Committee meeting. If a member does not notify the staff liaison of their intent to remove an item from the consent agenda at least four (4) hours prior to the Council Committee meeting, the member may still remove the item from the consent agenda for debate or discussion with the Council Committee, but the staff representative may not be available.

V. Committee Chairs

A. Officers

1. Officers of Council Committees shall consist of a Presiding Officer. If the Presiding Officer is unable to attend, the Presiding Officer shall designate an alternate member of the Council Committee to run the meeting in the Presiding Officer's absence. If the Presiding Officer is unable to designate another member as Presiding Officer for that meeting, the members shall elect a member of the Council Committee to serve as Presiding Officer for that meeting.

B. Method of Selection

The Mayor, with the approval of the City Council, shall designate the Presiding Officer of each Council Committee.

C. Duties and Powers of the Presiding Officer

The Presiding Officer or the Presiding Officer's designee shall undertake the following duties and powers:

1. Preside at Council Committee meetings;
2. Call special meetings;
3. Make appointments to subcommittees or task forces of the Council Committee;
4. Represent the Council Committee in public and to speak and act on behalf of the Council Committee;
5. Execute reports on behalf of the Council Committee;
6. Establish the agenda for the Council Committee; and
7. Communicate to the Governing Body the actions and recommendations of the Council Committee through the City Manager by memorandum or report signed by the Council Committee's Presiding Officer.

VI. Committee Composition

Pursuant to SFCC 1987 Section 2-1.13(E), City Council Standing Committees shall be composed of five members. Any member of a Council Committee may be removed and replaced by the mayor with the approval of the City Council.

VII. Debate and Voting

A. Debate

The Presiding Officer generally recognizes committee members in the order in which they request the floor. If the item on the agenda is legislation, the Presiding Officer shall allow the sponsor of the legislation the opportunity to make a motion and speak first on the item.

B. Voting Privileges

All Council Committee members shall have the privilege of voting on matters or questions before the Council Committee.

C. Manner of Voting

Voting shall be conducted in the following manner:

1. A majority of the members shall constitute a quorum;
2. Each member shall have one vote;
3. When a quorum is present at any meeting, the vote of a majority of members present shall decide any questions brought before such a meeting, except when extraordinary majorities are required as determined by Robert's Rules of Order or other applicable law or rule;
4. Polls or proxy voting are not a valid method of voting;
5. Council Committees shall take one of the following actions, pursuant to Section IV(C)(4)(a)-(f) of the Governing Body Procedural Rules:
    a. Approve;
    b. Approve as amended;
    c. Deny;
    d. No recommendation;
    e. Refer to another committee; or
    f. Postpone to a date certain; and
6. The roll call vote shall take place in alphabetical order with the following special provision. On the first roll call vote of the session, the roll call shall begin with the first name on the list; on the second vote, the roll call shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Chair shall in all instances vote last.

VIII. Decorum

All members of City Council Standing Committees shall abide by the decorum rules established in Section V(A) of the Governing Body Procedural Rules at all times.

IX. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

X. History

Adopted by Resolution No. 1984-56 on August 8, 1984;
Amended by Resolution No. 1990-16 on March 14, 1990;
Amended by Resolution No. 2009-20 on February 11, 2009; and
New Version Adopted by Resolution No. 2022-__ on _____, 2022

City of Santa Fe, New Mexico
Memorandum

Date: July 8, 2022

To: Quality of Life Committee and Governing Body

Via: Kyra Ochoa, Community Health and Safety Director KO

From: Brian Moya, Fire Chief BJM
Geronimo Griego, Fire Marshal GGG

RE: Extending Fire Restrictions

ITEM AND ISSUE:

The proposed Resolution extends certain fire restrictions throughout the City of Santa Fe ("City"). The Resolution bans the sale and use of fireworks except for public displays of fireworks as approved by the City of Santa Fe fire chief.

BACKGROUND AND SUMMARY:

NMSA 1978, Section 60-2C-8.1, authorizes the governing body of a municipality to temporarily restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of July 7, 2022, most of Santa Fe County was in extreme drought, the second-highest classified level, while the northern part of the County was in severe drought. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if severe, extreme, or exceptional drought conditions persist.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report
Drought Monitor – Weekly Conditions
Drought Monitor – Seasonal Outlook

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Carol Romero-Wirth Councilor Jamie Cassutt

Councilor Renee Villarreal Councilor Amanda Chavez

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS AUGUST 10, 2022, TO SEPTEMBER 10, 2022; BANNING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE; ENCOURAGING RESIDENTS TO PREPARE A PERSONAL WILDFIRE ACTION PLAN; AND ENCOURAGING RESIDENTS TO FOLLOW THE FIRE DEPARTMENT'S FIRE READINESS GUIDELINES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires remains high in and around the city of Santa Fe; and

WHEREAS, despite recent rains, the probability of ignition of materials likely to serve as fuel for fire is presently extremely high in the city of Santa Fe; and

WHEREAS, if the city experiences a fire that burns out of control in the watershed, 40% of the city's water resources are at serious risk of complete loss or substantially reduced capacity; and

WHEREAS, if the city experiences a fire that burns out of control in populated areas, it

may be necessary to evacuate and relocate affected residents; and

WHEREAS, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality may restrict the sale or use of certain fireworks within the boundaries of the municipality on a short-term basis if severe or extreme drought conditions exist; and

WHEREAS, Governor Michelle Lujan Grisham issued Executive Order No. 2022-22 on April 25, 2022 that urged municipalities to "consider implementing appropriate firework bans…as well as any other appropriate fire prevention measures that they may legally enact."; and

WHEREAS, while recent rains have provided much-needed moisture to the area, according to the most recently available update to the U.S. Drought Monitor, most of Santa Fe County is in an extreme drought, the second highest category.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. This resolution shall be deemed a proclamation within the meaning of NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Section 12-3.9.

Section 2. As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa Fe based upon current drought indices published by the national weather service and other relevant information supplied by the United States forest service.

Section 3. The Governing Body bans the sale or use of all fireworks listed in this section from August 10 to September 10, 2022, to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

A. The sale or use of the following fireworks is specifically banned within the city limits:

1. ariel shell kit-reloadable tubes;

2. aerial spinners;

3. helicopters;

4. mines;

5. missile-type rockets;

6. multiple tube devices;

7. roman candles;

8. shells;

9. stick-type rockets including those specified in Section 60-2C-7(B)(1) and (2); and

10. ground audible devices (including chasers and firecrackers).

B. Pursuant to SFCC 1987, Section 12-3.9(B)(2), all fireworks within any lands covered wholly or in part by timber, brush, or native grass are prohibited.

C. Pursuant to NMSA 1978, Section 60-2C-8.1(B)(2)(a), the use of any fireworks not listed in paragraphs A(1) and (2) of this Section is limited to areas that are paved or barren or that have a readily accessible source of water for use by the homeowner or the general public.

Section 4. Pursuant to SFCC 1987, Section 12-3.9,

A. Any individual, firm, partnership, or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that the Governing Body strongly encourages City residents to prepare a Ready-Set-Go Personal Wildfire Action Plan; to take precautions and measures so as to reduce or eliminate conditions around their residences and places of work that

could serve as fuel for a fire, including removing and properly disposing of unused household chemicals, oil, and gas; and to make use of alternative recreation options such as the City's inner-City trails, open spaces, parks, and recreation centers.

BE IT FURTHER RESOLVED that the Governing Body strongly encourages residents of Santa Fe to follow the Fire Department's Fire Readiness guidelines, especially in the wildland-urban interface areas. The guidelines are the following:

1. Reduce flammable materials within five (5) feet surrounding the primary residents (e.g., removing firewood, flammable vegetation, cardboard boxes, construction lumber, etc.); and

2. Increase defensible space within thirty (30) feet surrounding the primary residence in accordance with Fire Department recommendations; and

3. Remove flammable leaf litter and needle cast from roofs and gutters from all buildings on the property; and

4. Consider acquiring recommendations from the Fire Department through a wildfire hazard assessment.

BE IT FURTHER RESOLVED that the Governing Body recognizes that NMSA 1978, Section 60-2C-8.1 only allows municipalities to adopt fire restrictions through this temporary mechanism for thirty (30) days at a time and no less than twenty (20) days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions are in place during extreme or severe drought conditions and wildland fire conditions.

PASSED, APPROVED, AND ADOPTED this __ day of _____, 2022.

_____

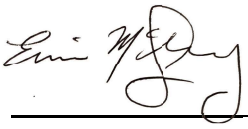
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Fire Restrictions 22-7

FIR No. 10431

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Fire Restrictions 22-7

Sponsor(s): Councilor Rivera, Councilor Romero-Wirth, Councilor Cassutt, and Councilwoman Villarreal

Reviewing Department(s): Fire Department

Staff Completing FIR: Geronimo Griego Date: 7/7/2022 Phone: 955-3317

Reviewed by City Attorney: _____ Date: Jul 8, 2022

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Jul 8, 2022 14:32 MDT) Date: Jul 8, 2022

Summary:
The proposed Resolution establishes temporary restrictions for the sale and use of fireworks within City limits due to severe drought from August 10, 2022 to September 10, 2022.

Departments Affected:
Fire Department; Police Department

Consequences of Not Enacting Legislation:
The City will not restrict the use of fireworks in the City limits that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention. The Governing Body has adopted six similar resolutions prior to this one establishing certain fire-related restrictions.

Performance and Administrative Implications:
If the Resolution is not adopted, there will not be an enforcement mechanism for the prohibitions adopted in the Resolution regarding the sale and use of fireworks.

Fiscal Implications:
None identified.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

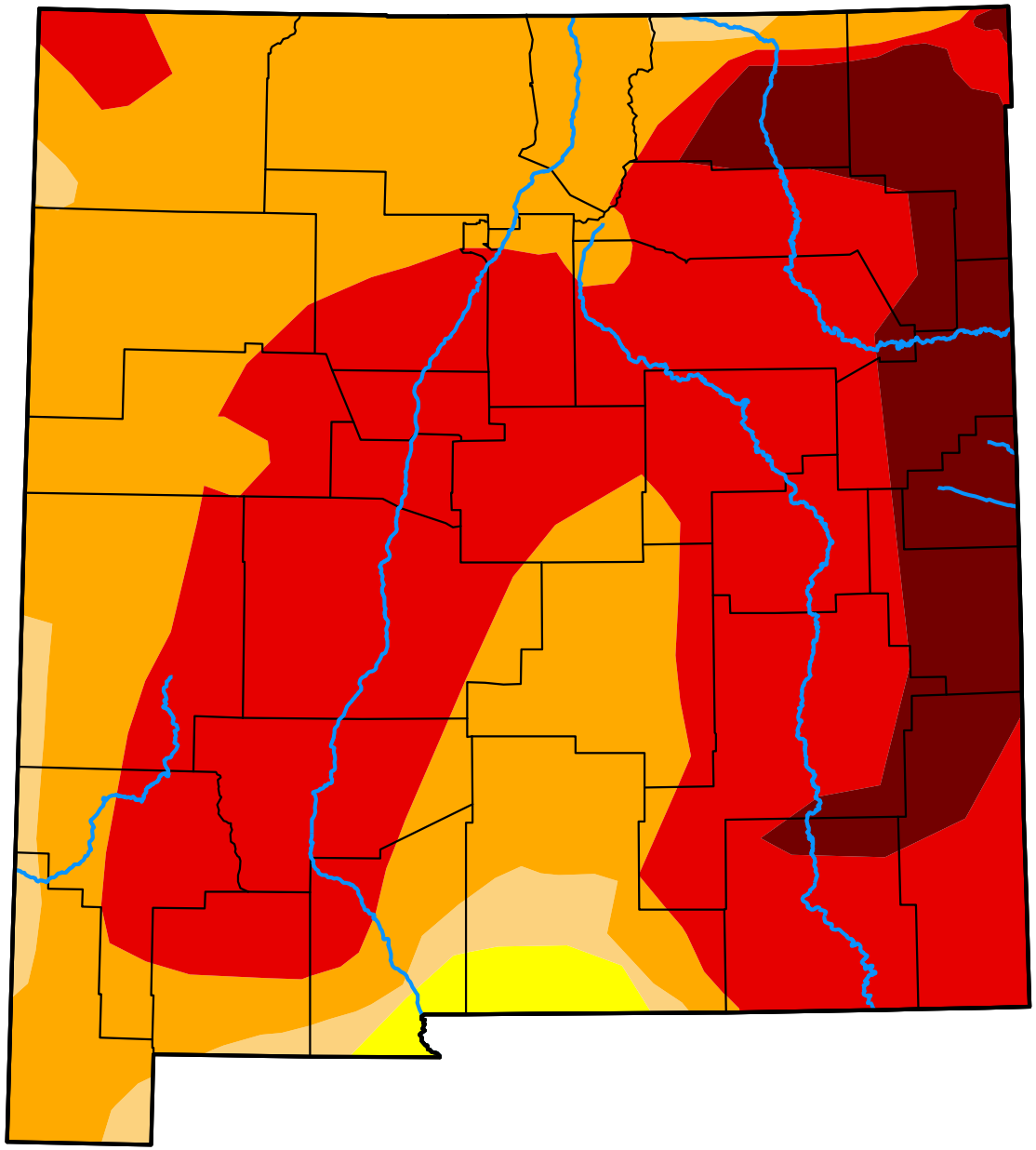
Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

U.S. Drought Monitor

New Mexico



July 5, 2022

(Released Thursday, Jul. 7, 2022)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	98.45	94.89	57.11	11.35
Last Week *06-28-2022*	0.00	100.00	98.50	95.18	58.38	11.79
3 Months Ago *04-05-2022*	0.06	99.94	98.89	91.50	47.20	6.03
Start of Calendar Year *01-04-2022*	0.00	100.00	97.83	75.86	20.91	0.00
Start of Water Year *09-28-2021*	10.70	89.30	79.47	49.33	19.12	0.00
One Year Ago *07-06-2021*	3.62	96.38	88.20	77.12	49.34	25.67

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Brad Pugh

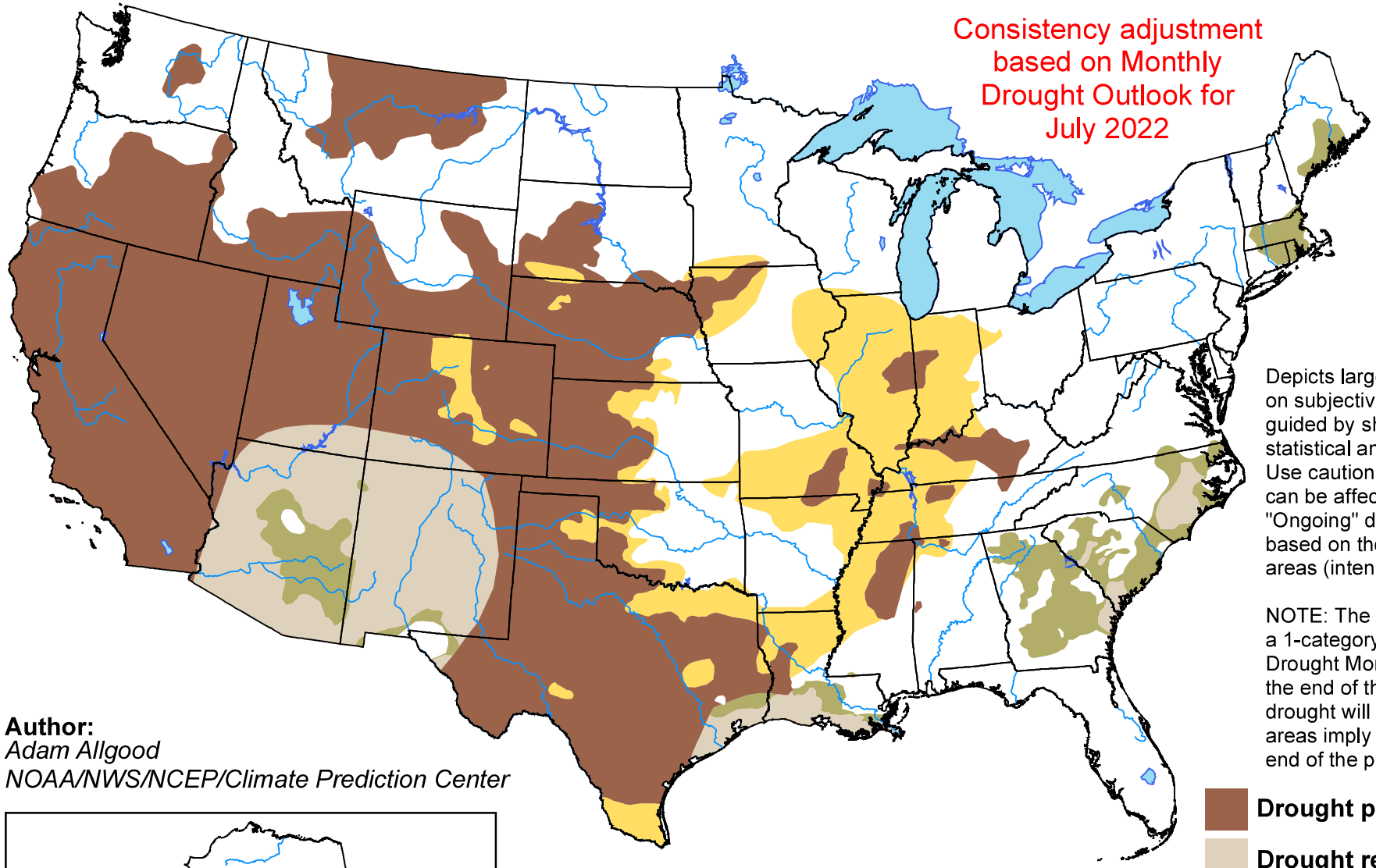
CPC/NOAA

droughtmonitor.unl.edu

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

Valid for July 1 - September 30, 2022
Released June 30, 2022



Author:
Adam Allgood
NOAA/NWS/NCEP/Climate Prediction Center

Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

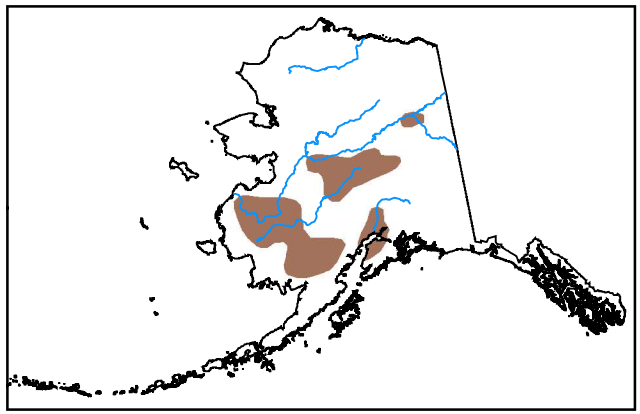
NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

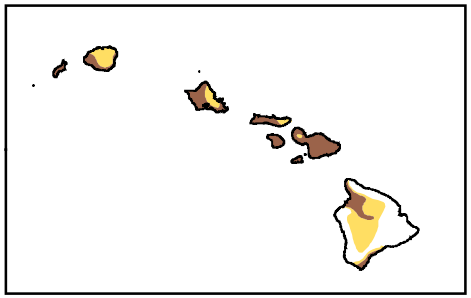
Drought persists

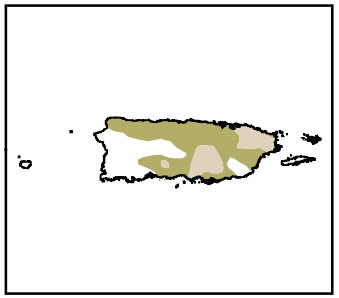
Drought remains but improves

Drought removal likely

Drought development likely







http://go.usa.gov/3eZ73