Agenda

Regular Meeting of the Quality of Life Committee
January 8, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube livestream can be accessed from most smartphones, tablets, or computers.

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
    a. Community Educators Network - Wallace Foundation Grant (Maria Sanchez Tucker, Community Services Director; metucker@santafenm.gov and Molly Parsons)
6. Action Items: Consent Agenda
    a. Request for Approval of the December 4, 2024, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

        Committee Review:
        Quality of Life: 01/08/2025

    b. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,000,000 from General Fund Balance to Construction Work in Progress for Site Planning, Development, or Purchasing of a Building or Property for Non-Congregate Sheltering Solutions. (Henri Hammond-Paul, Community Health and Safety Department Director,

hmhammondpaul@santafenm.gov and Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov)

Committee Review:
Quality of Life: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

c. Request for Approval of Amendment No. 1 to Item #23-0010 with Kiwanis Club of Santa Fe to Increase Compensation in the Amount of $90,000 for a New Total Amount of $390,000 for Reducing the Reliance on Private Business Sponsorship to Support the New Year's Eve and Dias de los Muertos Events. (Jordan Guenther, TSF Interim Executive Director jguenther@santafenm.gov)

Committee Review:
Quality of Life: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

d. Request for Approval of Amendment No. 3 to Item #21-0659 with Insight Public Sector to Increase Compensation in the Amount of $1,032,885.48 for a New Total Amount of $3,928,004.70 for Microsoft 365 Products and Services. (Eric Candelaria, ITT Department Director, edcandelaria@santafenm.gov)

Committee Review:
Quality of Life: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

e. Request for Approval of Budget Amendment Resolution (BAR) from the CIP Construction to Return Funds from CIP Community Development to the Affordable Housing Trust Fund for the Lamplighter Project in the Amount of $105,027. (Johanna Nelson, Economic Development Director and Affordable Housing Interim Director, jcnelson@santafenm.gov)

Committee Review:
Quality of Life Committee 01/08/2025
Finance Committee 01/13/2025
Governing Body 01/15/2025

f. Request for Approval of the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) for Submittal to the US Department of Housing and Urban Development (HUD) as a Condition to the City of Santa Fe's Community Development Block Grant (CDBG). (Johanna Nelson, Economic Development Director & Interim Affordable Housing Director: jcnelson@santafenm.gov)

Committee Review:
Community Development Commission: 12/11/2024
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body (Public Hearing): 01/15/2025

g. Request for Approval of the Certification for Allocation 22-ZG1016-48 with the New Mexico Department of Finance and Administration for Recruitment and Retention Stipends for Law Enforcement Officers at the Santa Fe Police Department in the Amount of $56,250 for FY25. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/8/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

h. Request for Approval of Amendment No. 1 to Intergovernmental Services Agreement with the State of New Mexico Economic Development Department to Extend the Performance Period to June 30, 2025. (Johanna Nelson, Office of Economic Development Director: jcnelson@santafenm.gov and Chelsey Johnson, Arts and Culture Director: cxjohnson@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2024

i. Request Approval to Purchase a Rapid HIT ID DNA Machine From Fisher Scientific in the Total Amount of $207,205.50, Using Funding from Approved State of New Mexico Crime Victims Reparation Commission Victims of Crime Act Agreement #25-780-P707-0079. (Paul Joye, Chief of Police, pmjoye@santafenm.gov)

Committee Review:
Quality Of Life Committee: 1/8/2025
Finance Committe:1/13/2025
Governing Body Committee: 1/15/2025

j. Request for Approval of Amendment No. 1 to Intergovernmental Services Agreement Item #24-0555 with State of New Mexico Aging and Long-Term Services Department to Adjust Scope of Work Reducing 2.25 Volunteer Service Year's from the Senior Companion Program and Allocating 2.25 Volunteer Service Year's to the Care Companion Program with No Change in the Amount of Compensation or No Change in the Term Through June 30,

2025. (Theresa Trujillo, In-Home Supportive Services Supervisor; tptrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

k. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber)
A Resolution Adopting Annual Open Meetings Act Notice Requirements for 2025. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 12/11/2024
Public Works and Utilities Committee: 01/06/2025
Quality of Life Committee: 01/08/2025
Finance Committee: 01/13/2025
Governing Body: 01/15/2025

l. CONSIDERATION OF BILL NO. 2024-12. ADOPTION OF ORDINANCE NO. 2024___. (Councilor Signe Lindell and Councilor Pilar Faulkner)
A Bill Making a Technical Correction; Relocating Subparagraphs A-G of Section 12-1-23.1 of Article I ("Definitions") of Exhibit A, Chapter 24, SFCC 1987, to Section 12-10-1.10 of Article X ("Vehicle Regulations") of the Same Exhibit. (Kyle Hibner, Assistant City Attorney/City Prosecutor; kjhibner@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/13/2024
Governing Body (Public Comment): 12/11/2024
Quality of Life Committee: 01/08/2025
Finance Committee: 01/27/2025
Governing Body: 01/29/2025
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Committee Review:

m. CONSIDERATION OF BILL NO. 2024-13. ADOPTION OF ORDINANCE NO. 2024___. (Councilor Signe Lindell and Councilor Pilar Faulkner)
A Bill Amending Schedule A of the Uniform Traffic Ordinance to Increase Penalties for Muffler Noise Violations, Eliminate a Distinction Between the Categories "Second Offense" and "Subsequent Violations", Recognizing Community Service is an Alternative to All Traffic Violation Penalties Under the City's General Penalty, and Establish an Effective Date. (Kyle Hibner, Assistant City Attorney/City Prosecutor; kjhibner@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/13/2024
Governing Body (Public Comment): 12/11/2024
Quality of Life Committee: 01/08/2025
Finance Committee: 01/27/2025
Governing Body: 01/29/2025

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Committee Review:

7. Action Items: Discussion Agenda
8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting:
13. Adjourn

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

QUALITY OF LIFE COMMITTEE
WEDNESDAY, DECEMBER 4, 2024, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order on Wednesday, December 4, 2024, at 5:28 pm, by Councilor Faulkner, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT
Councilor Pilar Faulkner
Councilor Michael Garcia
Councilor Alma Castro

MEMBERS ABSENT
Councilor Jamie Cassutt, Chair, Excused
Councilor Amanda Chavez, Excused

OTHERS PRESENT
Johanna Nelson, Director, Economic Development Department
Henri Hammond-Paul, Director, Community Development
Marcella Apodaca, Committee Liaison
Elizabeth Martin, Stenographer

3. APPROVAL OF AGENDA

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

VOTE The motion passed on a voice vote.

4. APPROVAL OF CONSENT AGENDA

Item 6 (F) was pulled for discussion by Councilor Castro
Item 6 (G) was pulled for discussion by Councilors Castro and Garcia.
Item 6 (J) was pulled for discussion.

MOTION A motion was made by Councilor Castro, seconded by Councilor Michael

Garcia, to approve the Consent Agenda as amended.

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

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

5. PRESENTATIONS

A. HUMAN SERVICES COMMITTEE STRATEGIC ACTION PLAN UPDATES 2025-2029

Presented

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE NOVEMBER 20, 2024 QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A GENERAL SERVICES CONTRACT WITH UNIVERSITY OF NEW MEXICO ANDERSON SCHOOL CENTER FOR RESPONSIBLE ENTREPRENEURSHIP SUPPORT, TRAINING, AND ADMINISTERING AN ACCELER3ATOR PROGRAM IN THE TOTAL AMOUNT OF $297,515.63 INCLUDING NMGRT FOR A THREE YEAR TERM.

Approved on consent.

C. REQUEST FOR APPROVAL AMENDMENT NO. 5 TO AMENDED AND RESTATED LEASE AGREEMENT ITEM #19-0972 WITH SANTA FE RECOVERY CENTER, INC. FOR BUILDINGS AT 1600 S. ST. MICHAEL'S DRIVE TO EXTEND THE TERM OF THE LEASE FOR KING HALL TO SEPTEMBER 1, 2025, AND THE TERM OF THE LEASE FOR THE STUDENT APARTMENTS TO FEBRUARY 1, 2025.

Approved on consent.

D. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $192,008 FROM THE GENOVEVA CHAVEZ COMMUNITY CENTER FUND TO THE RECREATION PROGRAM FUND.

Approved on consent.

E. REQUEST FOR APPROVAL OF PURCHASE AGREEMENT WITH SIDDONS FIRE APPARATUS FOR THE PURCHASE OF A BME, TYPE 3; MODEL 34 COMMERCIAL WILDLAND VEHICLE IN THE TOTAL AMOUNT OF $486,350.

Approved on consent.

F. REQUEST FOR APPROVAL OF A GRANT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR THE PURCHASE OF EME3RGENCY EQUIPMENT, SPECIALIZED TRAINING, AND CONTRACTED SUPPORT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND THE SANTA FE POLICE DEPARTMENT IN THE TOTAL AMOUNT OF $263,975 THROUGH SEPTEMBER 30, 2026.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to approve thee request.

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

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

G. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO ITEM #23-0548, EXCLUSIVE NEGOTIATION AGREEMENT WITH SANTA FE ARTS INSTITUTE, TO EXTEND THE TERM THROUGH APRIL 30, 2025, TO NEGOTIATE TERMS FOR LAND AND BUILDING DISPOSITION AND DEVELOPMENT OF THE MIDTOWN VISUAL ARTS CENTER PURSUANT TO THE CITY'S REQUEST FOR PROPOSALS.

MOTION A motion was made by Councilor Castro, seconded by Councilor Michael Garcia, to approve the request.

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

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

H. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO REAPPROPRIAT4E UNSPENT FY24 BUDGET IN THE AMOUNT OF $463,482 INTO PROFESSIONAL CONTRACTS TO FUND THE GENERAL PLAN UPDATE STEP 1, INCLUDING, BUT NOT LIMITED TO, THE DIGITAL PLATFORM, ASSESSMENT REPORT, AND PUBLIC ENGAGEMENT STRATEGY.

Approved on consent.

I. CONSIDERATION OF RESOLUTION NO. 2024_____. A RESOLUTION APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

Approved on consent.

J. CONSIDERATION OF BILL 2024-19 ADOPTION OF ORDINANCE NO. 2024-_____. A BILL APPROVING THE SALE OF CITY-OWNED BUILDINGS, IMPROVEMENTS, AND SIX PARCELS LOCATED AT 1600 ST. MICHAELS DRIVE WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, ASPECT QOZB, LLC, IN THREE PHASES, FOR A TOTAL OF $5,000,000.

MOTION A motion was made by Councilor Castor, seconded by Councilor Michael Garcia, to move this item forward without recommendation.

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

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

K. CONSIDERATION OF RESOLUTION NO. 2024_____. A RESOLUTION ENABLING THE SANTA FE COUNTY IMPROVEMENT SPECIAL ASSESSMENT PROGRAM IN THE CITY OF SANTA FE.

Approved on consent.

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. EXECUTIVE SESSION

None.

9. MATTERS FROM STAFF

Heard.

10. MATTERS FROM THE COMMITTEE

Heard.

11. MATTERS FROM THE CHAIR

None.

12. NEXT MEETING: JANUARY 8, 2025

13. ADJOURN

There being no further business before the Committee, the meeting adjourned at 7:44 pm.

_____

Councilor Jamie Cassutt, Chair

_____

Elizabeth Martin, Stenographer

City of Santa Fe, New Mexico
Memorandum

DATE: **December 16, 2024**

TO: **Governing Body**
Finance Committee
Quality of Life Committee

Via: **Randy Randall, Interim City Manager**
Emily Oster, Finance Director
Andy Hopkins, Budget Officer Andy Hopkins
Henri Hammond- Paul, Community Health & Safety Department Director HENRI HAMMOND-PAUL (Dec 16, 2024 16:50 MST)
Julie Sanchez, Youth and Family Services Division Director JULIE SANCHEZ (Dec 16, 2024 16:15 MST)

FROM: **Marcella Apodaca, Business Operations Manager** Marcella Apodaca

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ITEM AND ISSUE
Community Health and Safety respectfully requests your review and approval of a Budget Adjustment Resolution (BAR) in the total amount of $2,000,000 for site planning, development, or purchase of a building or property for non-congregate sheltering solutions.

BACKGROUND AND SUMMARY
In FY23 the Community Health and Safety Department received a one-time capital allocation to purchase property for a non-congregate sheltering solution. The initial purchase fell through. The following year another opportunity presented itself but again the property was sold during negotiations, the funding was left in the FY24 budget.

For FY25 a BAR is requested to increase budget in 2400122.572970 (WIP Construction) by $2,000,000 from the aforementioned unspent prior year appropriation in 1001001.510340 (Other Consulting) The Department is requesting the funding in the FY25 budget be moved to a capital expense object code so it can be used for site planning and development for alternative non-congregate shelter options.

Funds are allocated and will be spent by June 30, 2025.

FUNDING SOURCE
FY24 Budget Allocation of "Other Consulting" Funding

ORG Name/Number	CHS Admin/1001001
Object Name/Number	Other Consulting/510340

ATTACHMENTS
Budget Adjustment Request (BAR)
Munis Detail of Unspent FY24 Budget

Account Inquiry [CITY OF SANTA FE]

Account

Fund	100 GENFUND	Acct	100-30-10-1001-000-00-000-510340-		
Org	1001001 ComSvc Adm	Acct name	Other Consulting	Account Notes	
Object	510340 Oth Cnsltg	Type	Expense	Status	Active
Project		Rollup	GFCSC	ComSvcAdminCNT	
		Sub-Rollup			

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2024/13	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	2,000,000.00	.00	.00	.00
Transfers In	.00	134.59	.00	.00
Transfers Out	.00	-134.59	.00	.00
Revised Budget	2,000,000.00	.00	.00	.00
Actual (Memo)	.00	.00	16,105.01	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	2,000,000.00	.00	-16,105.01	.00
Percent used	.00	.00	.00	.00

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Youth and Family Division	12/16/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	2400122	572970		2,000,000	
Capital Transfer to Human Services Fund	1001001	760240		2,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from General Fund	2400122	660100		(2,000,000)	
				$ 2,000,000	$ -

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

Re-Appropriation/Carry Forward Request from unspent FY24 budget for an FY25 BAR to Increase WIP Constuction for Site Planning and Development for Alternative Non-Congretate Shelter Options.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(2,000,000)
TOTAL:	**(2,000,000)**

Marcella Apdoaca — Prepared By *{print name}* — 12/16/2024 Date

JULIE SANCHEZ (Dec 16, 2024 16:15 MST) — Dec 16, 2024 — Division Director Signature *{optional}* — Date

HENRI HAMMOND-PAUL (Dec 16, 2024 16:50 MST) — Dec 16, 2024 — Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — Dec 16, 2024 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: December 9, 2024

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

From: Shirley Spencer, TSF Administrative Manager Shirley Spencer

Via: Jordan Guenther, TSF Interim Executive Director

Subject: NYE & Dia de Muretos Amendment 1

Vendor Name: Kiwanis Club of Santa Fe

Munis Vendor Number: 7890

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests Your Review and Approval of a Amendment #1 to 23-0010 Kiwanis Club of Santa Fe for Professional Service (Event Planning). Amendment One Increases the Amount of Compensation to Aid in the Funding for New Year's Eve and Dia De Muretos by $90,000 –plus New Mexico Gross Receipts Tax for a total compensation of $390,000 - plus New Mexico Gross Receipts Tax.

Quality of Life: 01/08/2025
Finance: 01/13/2025
Governing Body: 01/15/2025

CONTRACT NUMBER:

The FY24 Munis contract number is 32003816, original contract number 23-0010.

BACKGROUND AND SUMMARY:

On January 14, 2023 original contract #23-0010 was approved as a 4 Year Term expiring June 30, 2027 for the Coordination of Dia De Muretos and New Years Eve coordination of events. This Amendment one is for additional support for Dia de Muertos and New Years Eve (NYE), Reducing the Reliance on the Private Business Sponsorship to Support a City Event.

23-0010 term January 14, 2023 to June 30, 2027 in the amount of $300,000 & Amendment One to increased by $90,000 for total Contract of $390,00.

23-0010 Breakdown:	Amendment One Breakdown:
FY24 $75,000	$75,000
FY25 $75,000	$105,000
FY26 $75,000	$105,000
FY27 $75,000	$105,000

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

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

RFP used 23/15/P, Contract Munis #3203816 (no Munis Procurment utilized as it was not available at that time).

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Dec 10, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Grants & Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** Dec 10, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ◉ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ◉ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: RFP

Vendor's Quote

Professional Services Contract

CPO Service Determination Email
Certificate of Liability Insurance (COI)
Waiver of Workers Compensation
Original contract 23-0010

Item#_____
Munis Contract# 3203816
Original Contract Item# 23-0010
RFP #: 23/15/P

CITY OF SANTA FE
AMENDMENT No. One TO
General Service Contract
ITEM#23-0010

This AMENDMENT No. **One** (the "Amendment") amends the CITY OF SANTA FE Service Contract, dated January 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **KIWANIS CLUB of SANTA FE.** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Event Coordination Services

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of Ninety Thousand dollars ($90,000) plus New Mexico gross receipts tax so that Article 3, reads in its entirety as follows:

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

Deliverable Item:	Price:
01 FY24	$75,000
02 FY25	$105,000
03 FY26	$105,000
04 FY27	$105,000

The total compensation under this Agreement shall not exceed Three Hundred Ninety Thousand dollars ($390,000) plus New Mexico Gross Receipts Tax.

CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
KIWANIS CLUB of SANTA FE

Ned Harris
Ned Harris (Dec 9, 2024 13:34 MST)
NED HARRIS, PRESIDENT

DATE: Dec 9, 2024
CRS#03-226802-00-5

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 9, 2024 13:45 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Item# **23-0010**
Munis Contract# 3203816

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Service

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and KIWANIS CLUB of SANTA FE herein after referred to as the "Contractor."**

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to (KIWANIS CLUB of SANTA FE). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Plan, coordinate and execute celebrations for New Year's Eve and Día de Muertos on the plaza which includes, but is not limited to, all planning of the event, obtaining, hiring and payment to musicians, the coordination and negotiation with independent contractors who will provide necessary equipment and personnel (skilled and unskilled), overseeing all aspects of the production of the events, ensuring proper breakdown and clean up occurs and ensuring that all city rules for the use of the plaza are observed. Independent Contractors can include but are not limited to sound and light providers, tent providers, fireworks providers, private security providers and other independent contractors which may or may not be required by the city but are necessary to ensure the safe and successful production of the events. Contractor will also be responsible for solicitation of private funding that is required to produce the event in excess of funds provided by the city.

Performance Measures:

1) Solicit private sector contribution. Contributions from the private sector will be used to offset costs and pay expenses (musicians, fireworks, sound and lights, supplies, security,

marketing and other expenses common to an outdoor style city wide production) incurred by the events.

2) Product and operating budget for each event. Each budget will reflect all income for the event (both City and private sector funds) and all expenses incurred in the presentation of each event. Every reasonable effort shall be made to present a balanced budget
3) Production and execution of the event.
4) Serve as a fiscal agent for the event, paying all related invoices.
5) Maintain a record for future planning purposes, a copy of which is provided to the city with no retained process ownership by the contractor.
6) Hire subcontractors as needed to perform the services in the agreement.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01 FY 24		$75,000
02 FY25		$75,000
03 FY26		$75,000
04 FY27		$75,000

The total compensation under this Agreement shall not exceed Three Hundred Thousand dollars ($300,000) - plus 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, 2027. 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:

Randy Randall, 201 W. Marcy Street, Santa Fe, NM 87501, rrandall@santafenm.gov

To the Contractor:

Kiwanis Club of Santa Fe, Attn: Jake Romero, PO Box 622, Santa Fe, NM 87504-0622

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:

Kiwanis Club of Santa Fe, Attn: Jake Romero, PO Box 622, Santa Fe, NM 87504-0622

42. **Succession**

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

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: Jan 14, 2023

CONTRACTOR:

Jake Romero (Dec 9, 2022 10:57 MST)

JAKE ROMERO, PRESIDENT

DATE: 12/08/2022

CRS# 03-226802-00-5

Registration # 225300

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 01/11/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 9, 2023 09:16 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jan 14, 2023 08:03 MST)

EMILY OSTER, FINANCE DIRECTOR

TOURISM SF
Fund: Lodger's Tax Fund/#213
ORG: VSF – Program & Events/Org.#2130523
OBJ: Grants and Services/Obj.# 510400
FY24 TOTAL: $42,500

Arts & Culture
Fund: Lodger's Tax Fund/#213
ORG: VSF – Arts and Culture Admin/Org.#2132775
OBJ: Advertising/Obj.# 561850
FY24 TOTAL: $7,500

Parks
Fund: General Fund/#100
ORG: VSF – PTW Admin/Org.#1004150
OBJ: Professional Contracts/Obj.# 510300
FY24 Total: $10,000

The City of Santa Fe
AND
The Department of Tourism

REQUEST FOR PROPOSALS (RFP)

Events Planner

RFP#
23/15/P

RFP Release Date: November 23, 2022

Proposal Due Date: December 7, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

DATE: December 8, 2022

TO: JoAnn Lovato, Interim Chief Procurement Officer
City of Santa Fe

FROM: Randy Randall, Procurement Manager
Tourism Santa Fe

SUBJECT: Evaluation Committee Report, Events Planner RFP # 23/15/P

In accordance with the Request for Proposals for Events Planner issued November 23, 2022, two responses were submitted from the following Offerors: Kiwanis Club of Santa Fe (Kiwanis) and Sage Bird and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Jordan Guenther, Director of Marketing
Ryan Dodge, Program and Events Manager
Justin Cox, National Sales Manager

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- 12/8/2022 Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- The committee agreed to discuss proposals and submit a combined score vs. individual scores to be averaged.
- Two responses were received – Kiwanis and Sage Bird
- Upon review of each for consideration, it was determined that Sage Bird had not submitted the Letter of Transmittal nor the Campaign Contribution Form. Those 2 forms are mandatory to be signed and returned by the proposer. As a result, Sage Bird was determined to be non-responsive
- The proposal from Kiwanis was reviewed and scored as follows.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (200 Total Points)

	Kiwanis		
Offeror Points	200		

Organizational Experience

Specifications:

Offeror **must**:
a) provide a brief description of relevant event planning experience with city or state government and private sector. The experience of all proposed subcontractors must be described. 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 events. All public events provided to private sector will also be considered;
b) provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, and applicable certifications/licenses.
c) describe at least two project successes and failures of event planning. 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.

Kiwanis

The Evaluation Committee awarded Kiwanis 200 points based on the Offeror's response. The offeror provided significant proof of expertise, the resumes of key personnel and described in detail the successes and failures of event planning for two past projects.

Section IV.B.2, Organizational References (200 Total Points)

	Kiwanis		
Offeror Points	133		

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. Offeror shall include the following Business Reference information as part of its proposals:
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.

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 not 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.

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 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.

Kiwanis

The Evaluation Committee awarded Kiwanis 133 points based on the Offeror's response. Offeror did not list the three reference names but did provide to the committee two very favorable and complete references. The deduction was related to not having the list and not receiving a third reference.

Section IV.B.3. Oral Presentation (50 Total Points)

	Kiwanis		
Offeror Points	50		

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 Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on 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 held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Kiwanis

The Evaluation Committee awarded Kiwanis 50 points based on the Offeror's response. Oral presentations were not required.

Section IV.B.4, MANDATORY SPECIFICATIONS 500 Total Points)

	Kiwanis		
Offeror Points	425		

Mandatory Specifications

Specifications:

Give a detailed explanation of your vision of both events and the plans needed to make that vision possible as outlined in the Scope of Work. Give a detailed explanation of how the following performance measures will be met:
A. Solicit private sector contribution. Contributions from the private sector will be used to offset costs and pay expenses (musicians, fireworks, sound and lights, supplies, security, marketing and other expenses common to an outdoor style city wide production) incurred by the events.
B. Product and operating budget for each event. Each budget will reflect all income for the event (both City and private sector funds) and all expenses incurred in the presentation of each event. Every reasonable effort shall be made to present a balanced budget
C. Production and execution of the event.
D. Serve as a fiscal agent for the event, paying all related invoices.
E. Maintain a record for future planning purposes, a copy of which is provided to the city with no retained process ownership by the contractor.
F. Hire subcontractors as needed to perform the services in the agreement.

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.

Kiwanis

The Evaluation Committee awarded Kiwanis 425 points based on the Offeror's response. Items A, B, C, D and F were completed, addressed and answered appropriately. For Item E, the Offeror did indicate that records would be kept, however there was no commitment to provide a copy of the records to the City with no retained process ownership by the Offeror.

Section IV. C. Business Specifications

Section IV.C.1. Letter of Transmittal (Pass/Fail)

	Kiwanis	Sage Bird	
Pass/Fail	PASS	FAIL	

Specifications:

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.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2. Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Kiwanis	Sage Bird	
Pass/Fail	PASS	FAIL	

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.3. Costs (50 Total Points)

	Kiwanis		
Offeror Points	50		

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the first year combined cost.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the first year combined cost
and the following formula:
Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

Kiwanis

The Evaluation Committee awarded Kiwanis50 points based on the Offeror's response. The Offeror provided an acceptable cost estimate for all four years of the contract and was the only responsive proposal.

Section IV.C.4. NM Preferences

	Kiwanis		
NM Business Preference	0		
NM Veterans Preference	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.

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. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% 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 6% 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 proposal submitted by a resident business to be 6% higher than the proposal 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 proposal submitted by a non-local resident business to be 3% higher than the proposal actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

Kiwanis

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Event Planner
RFP # 23/15/p

Evaluation Summary

	Kiwanis	Sage Bird	
Section IV.B 1. Technical Specifications Organizational Experience (200 Points)	200		
Section IV.B 2. Technical Specifications Organizational References (200 Points)	133		
Section IV.B 3. Technical Specifications Oral Presentation (50 Points)	50		
Section IV.B 4. Technical Specifications Mandatory Specification (500 Points)	425		
Section IV.B 5. Technical Specifications Desirable Specification (0 Points)	N/A		
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	PASS	FAIL	
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	PASS	FAIL	
Section IV.C 3. Business Specifications Cost 50 Points)	50		
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%			
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%			
TOTAL POINTS AWARDED	**858**		

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contract to perform the scope of work as outlined in the Event Planner RFP #23/15/P to the single (1) responsive proposal: Kiwanis Club of Santa Fe; subject to agreement between the TOURISM Santa Fe and the selected Offeror. Awarding a contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval

Jordan Guenther

Jordan Guenther
Evaluation Committee Member

12/8/2022
Date

Ryan Dodge (Dec 8, 2022 17:43 MST)

Ryan Dodge
Evaluation Committee Member

12/8/22
Date

Justin RM Cox (Dec 9, 2022 09:03 MST)

Justin Cox
Evaluation Committee Member

12/9/22
Date

Randy Randall (Dec 9, 2022 09:30 MST)

Randy Randall
Procurement Manager

12/09/2022
Date

Chief Procurement Officer Signature Approval

JoAnn Lovatto
Interim Chief Procurement Officer
City of Santa Fe

12/9/22
Date

Kiwanis

The Kiwanis Club of Santa Fe, NM
Post Office Box 622, Santa Fe, NM 87504-0622 USA

burnhim@burnzozobra.com
202-719-9652

City of Santa Fe
100 Lincoln
Santa Fe, NM 87504

Subject: Formal Quote for Dia de los Muertos and New Year's Eve Events

The Kiwanis Club of Santa Fe is pleased to submit this formal quote for the production, hosting, operational management and insure of the Dia de los Muertos celebration and New Year's Eve festivities at the Plaza.

Total Quote: $105,000.00

This quote represents a $30,000 increase from the previous fiscal year. The increase is primarily attributed to enhanced labor costs and the implementation of additional security measures, following the recent incident at the Plaza during Fiesta.

Scope of Services Includes:

1. **Production Management:** Coordination of all event logistics including permits, vendor management, and scheduling.

2. **Hosting:** Engagement of artists, performers, and community groups to ensure a vibrant and culturally rich experience.

3. **Operational Support:** On-site management of the events, including setup and breakdown.

4. **Security:** Increased security measures, including additional barriers and personnel to ensure the safety and enjoyment of all attendees.

5. **Insurance Coverage:** Utilization of Kiwanis insurance to ensure comprehensive coverage for the events, further enhancing safety and liability management.

We believe that these events are vital for the community, fostering cultural appreciation and unity among residents and visitors alike. We look forward to the opportunity to collaborate with the City of Santa Fe to make these celebrations a success.

Thank you for considering our proposal. Please feel free to contact me directly at 202-719-9652 or burnhim@burnzozobra.com if you have any questions or require further information.

Respectfully.

Raymond G. Sandoval

Raymond G. Sandoval, Dia de los Muertos and New Year's Eve Chair, Kiwanis Club of Santa Fe

From: DUTTON-LEYDA, TRAVIS K.
To: SPENCER, SHIRLEY J.; Purchasing DET
Subject: RE: Determination for NYE & Dia de Muertos Coordination
Date: Friday, November 15, 2024 9:39:29 AM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request

and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

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

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Wednesday, November 13, 2024 2:48 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination for NYE & Dia de Muertos Coordination

Hi Travis,

I need a determination for SOW:

Plan, coordinate and execute celebrations for New Year's Eve and Día de Muertos on the plaza which includes, but is not limited to, all planning of the event, obtaining, hiring and payment to musicians, the coordination and negotiation with independent contractors who will provide necessary equipment and personnel (skilled and unskilled), overseeing all aspects of the production of the events, ensuring proper breakdown and clean up occurs and ensuring that all city rules for the use of the plaza are observed. Independent Contractors can include but are not limited to sound and light providers, tent providers, fireworks providers, private security providers and other independent contractors which may or may not be required by the city but are necessary to ensure the safe and successful production of the events. Contractor will also be responsible for solicitation of private funding that is required to produce the event in excess of funds provided by the city.

Thanks,

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	**CONTACT NAME:** Lisa Christenson **PHONE (A/C, No, Ext):** 317-817-5172 **FAX (A/C, No):** 317-817-5151 **E-MAIL ADDRESS:** kiwaniscert@hylant.com
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 281560712 **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 Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		013136005	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			013136005	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Self-Insured Retention			013136005	11/1/2024	11/1/2025	All Claims	$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
December 30, 2024, through the end of policy term October 31st, 2025
New Years on the Plaza
Located @ Santa Fe Downtown Plaza, 63 Lincoln Ave, Santa Fe NM 87501
Kiwanis Club of Santa Fe K00479

CERTIFICATE HOLDER

City of Santa Fe and City of Santa Fe Parks Division
200 Lincoln Avenue
Santa Fe NM 87501
United States

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

Judy K. Wilson

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REQUEST FOR WAIVER OF INSURANCE

Date: 112/8/2022 **Division/department:** TOURISM Santa Fe

Project manager: Randy Randall **Phone:** 505-955-6209

Requested for: Kiwanis Club of Santa Fe

☐ **General liability** ☐ **Auto liability** ☐ **Professional liability**

☑ **Workers compensation (Mandatory unless sole proprietor)** ☐ **Other insurance**

Scope of services: Plan, Coordination and execute New Years Eve & Dia de Murtos events on the Santa Fe Plaza

Why the request for waiver: Kiwanis Club is a non profit organization and have no employees

Division evaluation of risk:

What is the term and annual dollar amount of the contract:	4 year term, annual $75,000	
Is our standard contract being used:	☑ Yes	☐ No
Was the contractor asked if they carry insurance:	☑ Yes	☐ No
Is there construction/demolition:	☐ Yes	☑ No
Is there potential for bodily injury or property damage:	☐ Yes	☑ No
Are crowds or children likely to be involved:	☑ Yes	☒ No MYL MYL
Will the contractor be working on site in the City:	☑ Yes	☐ No
Is the contractor a professional (licensed, certified):	☐ Yes	☑ No
Will the City rely on information to make future decisions:	☑ Yes	☒ No MYL MYL
Could poor, non-performance or the product cause loss:	☐ Yes	☑ No
Office of Risk Management recommendation:	☐ Yes	☐ No

Melanie Lovato

☐ **Insurance Waiver Approved** ☐ **nsurance Waiver Not Approved**

John Blair

John Blair, City Manager **Date**

CITY OF SANTA FE

Date: December 3, 2024

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

From: Jamie-Rae Diaz, Procurement Coordinator

Via: Eric Candelaria, ITT Department Director

Eric Candelaria (Dec 4, 2024 13:49 MST)

Subject: Microsoft Renewal Amendment #3

Vendor Name: Insight Public Sector

Munis Vendor Number: 4367

ITEM AND ISSUE:

ITT respectfully requests your review and approval of a Amendment #3 to contract # 3202628 with Insight Public Sector for Products and Services detailed in Exhibit D for two thousand three hundred (2,300) users. Amendment #3 increases the amount of compensation or extends the term of/etc. This transition would take an estimated 9 months to complete with out any interruptions.in by $1,032,885.48 – not to exceed or excluding tax for a total compensation of $3,928,004.70– not to exceed or excluding tax] for a term of 12 months.

CONTRACT NUMBER:

The FY18 Munis contract number is 3202628

BACKGROUND AND SUMMARY:

This amendment will allow the city's ITT Department the ability to make license changes and add needed security features. This extension also allows the city to continue daily usage of all Microsoft applications uninterrupted. The amendment was recommended because the ITT Security, Network Operations, and IT Director would like to make the change from the Government license version to a Commercial license. This transition would give the city access to several software resources that are currently unavailable in the government version.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Dec 16, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: ITT EAS

Munis Org Name/Number: ITT EAS 6203600

Munis Object Name/Number: Software Subscriptions 530710

Budget Officer / Designee: Andy Hopkins **Date:** Dec 4, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☒ Yes | ☐ No
Approval: _____ **Title:** ITT Director **Date:** 12/4/20242
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ☐ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: SWPA/Existing Contract

Vendor's Quote

Software Contract

Horizons declination
CPO Service Determination Email
Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Federally required forms (list all. Examples: SAM.gov check, etc.)
Original contract packet with previous contract amendments (if applicable)

Construction Contract Attachments:
Non-Collusion Affidavit of Subcontractor
Statement of Intent to pay prevailing wages
Affidavit of Wages Paid
Weekly Payroll Form
Payroll Statement of Compliance
Performance bond
Payment bond

Item#_____
Munis Contract# 3202628
Original Contract Item#
18-1309 SWPA #:
10-00000-20-00054_

CITY OF SANTA FE
AMENDMENT No. 3 TO
Insight Public Sector Reseller of Microsoft Office 365 Agreement
ITEM# 18-1309

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE **Insight Public Sector** CONTRACT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City Microsoft 0365 Products and Services as detailed in Exhibit D of Microsoft Renewal Quote 1024-City of Santa Fe-V2-MSEA-DSG.

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

1. SCOPE OF SERVICES

The Products and Services have been deleted in its entirety and replaced with the following:

Insight Public Sector shall provide the Products and services as detailed in attached Exhibit D Quote 1024-City of Santa Fe-V2-MESEA-DSG for two thousand three hundred (2,300) users.

2. COMPENSATION.

The compensation of the Original Microsoft Agreement E5623598, City item #18-1309 is amended to

increase the amount of compensation by a total of one million thirty-two thousand eight hundred eighty five dollars and forty eight cents ($1,032,885.48) including gross receipts tax so that the total compensation for the contract is as follows:

The total compensation including GRT is not to exceed three million nine hundred twenty-eight and four dollars and seventy cents ($ 3,928,004.70).

3. TERM:

Article 6 (a) of the Contract is hereby deleted in its entirety and substituted with the following:

This Contract shall be effective when signed by the City and shall terminate on December 31, 2025.

4. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Insight Public Sector

Lisanne Steinheiser
_____
Lisanne Steinheiser, Global Compliance Officer

DATE: 12/2/2024

CRS#_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 2, 2024 09:35 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Insight PUBLIC SECTOR

City of Santa Fe PRELIMINARY Exhibit D

Quotation: 1024-City of Santa Fe-V2-MSEA-DSG
Date: October 17, 2024
Enrollment: 81524089
Contract: CTR060025 / 10-00000-20-00054AD

Subscription Start Date: **1/1/2025**
Subscription End Date: **12/31/2025**

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Unit Price	Extended Price
Additional Products												
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Win Remote	5	$ 23.79	$ 118.95
										Annual Subtotal:		$ 118.95

Upfront: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price
Enterprise Products												
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G3 Un	2300	$386.43	$ 888,789.00
Additional Products												
J5U-00004	AzurepaymentG ShrdSvr ALNG SubsVL MVL Com	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Azure Monet	1	$0.00	$ -
3GU-00001	Defender O365 P1 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	Defender O3	2300	$18.30	$ 42,090.00
7MS-00001	Planner & Project P3 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Planner & Pr	40	$273.72	$ 10,948.80
DDJ-00001	Power BI Pro GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Power BI Pro	20	$91.12	$ 1,822.40
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams AC w	2300	$0.00	$ -
P3U-00001	Visio P2 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	Visio P2 GC(	80	$136.86	$ 10,948.80
										12 Month Subtotal:		$ 954,599.00
										Year One Total:		$ 954,717.95
										Sales Tax 8.1875%:		$ 78,167.53
										Year One Total w/Tax:		$ 1,032,885.48

Confidential.

Thank you for the opportunity to quote.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

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

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

PRODUCER MARSH USA LLC. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-24-25	**CONTACT NAME:** Kenneth Chau **PHONE (A/C, No, Ext):** 213-346-5000 **FAX (A/C, No):** 213-346-5935 **E-MAIL ADDRESS:** Phoenix.CertRequest@Marsh.com
INSURED Insight Enterprises, Inc. Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** N/A — N/A **INSURER C :** Sentry Insurance Company — 24988 **INSURER D :** Sentry Casualty Company — 28460 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002588559-19 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	3606-77-62	04/15/2024	04/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	7362-08-62	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	90-05749-001 (AOS) 90-05749-002 (MA,WI,HI)	04/15/2024 04/15/2024	04/15/2025 04/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

Insight Public Sector, Inc
2701 E. Insight Way
Chandler, AZ 85286

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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DocuSign Envelope ID: 0445D900-0226-4EF7-B9B7-734CA1B8B9E0

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
Contact: Molly Randol
Email: SLEDContracts@insight.com or molly.randol@insight.com
Telephone No.: (480) 366-7027

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: **10-00000-20-00054AD**

Amendment No.: **One**

Term: **August 29, 2022 – April 24, 2027**

NASPO ValuePoint Link:
https://www.naspovaluepoint.org/portfolio/software-value-added-resellersvar/insight/

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa LeBlanc@state.nm.us**

Title: **Software Value Added Reseller (SVAR)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Update language regarding Oracle Software to the following: "*Orders of Oracle software programs and/or services and Oracle cloud services shall be governed by the terms and conditions of the applicable publisher that are available at https://www.ips.insight.com/nasposvar2022. The Oracle terms and conditions must take precedence for all matters pertaining to Oracle.*"**
- **Add the following language to the Statewide Price Agreement: *Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau. If procuring goods only, no determination of service is required.***

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 9/13/2022

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

Certificate Of Completion

Envelope Id: 0445D90002264EF7B9B7734CA1B8B9E0
Status: Completed
Subject: Please DocuSign: 10-00000-20-00054AD A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Vanessa LeBlanc
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Vanessa.LeBlanc@state.nm.us
IP Address: 98.60.102.6

Record Tracking

Status: Original
9/13/2022 2:26:22 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/13/2022 2:27:37 PM Viewed: 9/13/2022 2:33:41 PM Signed: 9/13/2022 2:33:51 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.60.102.6	Sent: 9/13/2022 2:33:52 PM Viewed: 9/13/2022 2:34:32 PM Signed: 9/13/2022 2:34:34 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/13/2022 2:34:36 PM Viewed: 9/13/2022 2:37:55 PM Signed: 9/13/2022 2:38:10 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2022 2:27:37 PM
Certified Delivered	Security Checked	9/13/2022 2:37:55 PM
Signing Complete	Security Checked	9/13/2022 2:38:10 PM
Completed	Security Checked	9/13/2022 2:38:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Contact: Molly Randol
Email: SLEDContracts@insight.com or molly.randol@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: **10-00000-20-00054AD**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software Value Added Reseller (SVAR)**

Term: **August 29, 2022 – April 24, 2027**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/insight/

DocuSign Envelope ID: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

Master Agreement #:	CTR060025
Contractor:	**Insight Public Sector**
Participating Entity:	**STATE OF NEW MEXICO**
New Mexico Statewide Price Agreement #:	10-00000-20-00054AD

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

   ☒ This Participating Addendum includes the entire scope of the products and services (including the General Software Category, Microsoft Software Category, and Oracle Software Category as outlined in Attachment A) available through the Master Agreement referenced above.

   Orders of Oracle software programs and/or services and Oracle cloud services shall be governed by the terms and conditions of the applicable publisher that are available at https://www.ips.insight.com/nasposvar2022

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

   ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on ***April 24, 2027***, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

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NASPO ValuePoint
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA

CONTRACTOR:

Name:	Brittany Dunaway
Address:	13755 Sunrise Valley Drive, Suite 750, Herndon, VA 20171
Telephone:	(480) 366 - 7029
Email:	SLEDcontracts@insight.com

PARTICIPATING ENTITY:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **Taxes:**
The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. **Retainage:**

DocuSign Envelope ID: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

Reserved

7. **Performance Bond:**
Reserved

8. **Term:**
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on ***April 24, 2027***. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

9. **Termination:**

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

B. Notice; Participating State Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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 provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State'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 PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

DocuSign Envelope ID: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

10. **Appropriations:**
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State 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.

11. **Status of Contractor:**
The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State

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within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State 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 Clause 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 Clause 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 Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

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

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 Participating State 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 the Terminations Clause of this Agreement, or to agree to the reduced funding.

14. **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.

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15. **Penalties for violation of law:**
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance:**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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. **Workers Compensation:**
The Contractor agrees to comply with the Participating State's 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 Participating State.

18. **Applicable Law:**
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. **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 Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

20. **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.

21. **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.

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22. **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 Participating State.

23. **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 Participating State:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us

To the Contractor:

Name:	Insight Public Sector, Inc.
Address:	13755 Sunrise Valley Drive, Suite 750, Herndon, VA 20171
Telephone:	(480) 366 - 7029
Contact:	Brittany Dunaway
Email:	SLEDcontracts@insight.com

24. **Succession:**
This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

25. **Headings:**
Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

26. **Default/Breach:**
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico 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 Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

27. **Equitable Remedies:**
Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this

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Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

28. **New Mexico Employees Health Coverage:**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.

C. Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

29. **Indemnification:**

The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico 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, 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 Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

30. **Default and Force Majeure:**

The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, 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 Participating State and/or the Purchasing Entity 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 Participating State 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 Participating State 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.

31. **Assignment:**

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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 Participating State.

32. **Subcontracting:**
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. 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 Participating State.

33. **Inspection of Plant:**
The Participating State 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 Agreement.

34. **Commercial Warranty:**
The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

35. **Condition of Proposed Items:**
Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

36. **Release:**
Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

37. **Confidentiality:**
Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State 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 Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

38. **Contractor Personnel:**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

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Contract Administration Britany Dunaway SLEDcontracts@insight.com 480.366.7029
Reporting Virginia Mace sledreporting@insight.com 480.333.3068
Sales/Quotes Sergio Torrez Sergio.Torrez@insight.com 505.318.3071

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

39. **Incorporation by Reference and Precedence:**
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) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

40. **Inspection:**
If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods 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.

41. **Inspection of Services:**
If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, 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 Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
C. The Participating State 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 Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Participating State 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

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increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State 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 Agreement price to reflect the reduced value of the services performed.

F. 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 Participating State may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
   (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

42. **Insurance:**

If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.
B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
   d. Umbrella: $1,000,000.
C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

43. **Arbitration:**

Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

44. **New Mexico Administration Reporting:**

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an

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Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer Amber Sanchez at Amber.Sanchez2@state.nm.us or (505) 469-2679 or (505) 795-4512

45. **Fees**:
The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number ***10-00000-20-00054AD*** and include the remittance check with the quarterly sales report.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

46. **Lease Agreements:**
Reserved

47. **Subcontractors:**
All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

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48. **Orders:**
Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Valerie Paulk X This is signed on behalf of the State Purchasing Agent	Signature:
Name: Valerie Paulk	Name: Scott Friedlander
Title: State Purchasing Agent	Title: President of Insight Public Sector, Inc.
Date: 8/29/2022	Date: 8/29/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Tier I Publishers (Key Itemized Publishers)	
1	ADOBE	2.00%
2	CA TECHNOLOGIES (acquired by Broadcom)	2.00%
3	CISCO	1.95%
4	COMMVAULT	1.95%
5	IBM	2.00%
6	RED HAT	1.95%
7	SPLUNK	2.00%
8	TABLEAU	2.00%
9	VEEAM	1.95%
10	VMWARE	1.95%
	Tier II Publishers (Other Itemized Publishers)	
11	AUTODESK	2.50%
12	BARRACUDA NETWORKS	2.50%
13	BMC SOFTWARE	2.25%
14	CHECK POINT SOFTWARE	2.50%
15	CHERWELL	2.25%
16	CITRIX	2.25%
17	CHATSWORTH PRODUCTS (CPI)	2.25%
18	CROWDSTRIKE	2.25%
19	DELL	2.25%
20	DELPHIX	2.25%
21	DOCUSIGN	2.50%
22	DYNATRACE	2.50%
23	FORCEPOINT	2.50%
24	FORTINET	2.25%
25	GOOGLE	2.25%
26	INFORMATICA	2.50%
27	IVANTI	2.50%
28	KNOWBE4	2.50%
29	MCAFEE	2.25%
30	MICRO FOCUS	2.50%
31	MULESOFT	2.25%
32	NETMOTION	2.50%
33	OKTA	2.25%
34	OPENTEXT	2.50%
35	PROGRESS SOFTWARE	2.50%
36	PROOFPOINT	2.25%
37	QUEST SOFTWARE	2.50%
38	RAPID7	2.50%
39	RSA SECURITY	2.50%
40	SALESFORCE	2.50%
41	SAP	2.50%
42	SOLARWINDS	2.50%
43	SOPHOS	2.50%
44	SPILLMAN (acquired by Motorola Solutions)	2.25%
45	SYMANTEC (acquired by Broadcom)	2.50%
46	TENABLE	2.50%
47	TREND MICRO	2.50%
48	VARONIS	2.50%
49	VERITAS	2.25%
50	ZOHO	2.50%

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Non-itemized Publishers	
51	All other publishers	4.75%
		HOURLY RATE
52	**Reseller Services**	
53	- Asset management	$200.00
54	- Solutions architect	$209.00
55	- Senior solutions architect	$265.00
56	- Program engagement manager	$232.00
57	- Project leader	$127.00
58	- Project manager	$209.00
59	- Senior project manager	$220.00
60	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
MICROSOFT

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	1.65%
2	G1	1.65%
3	G2	1.65%
4	G3	1.65%
5	G5	1.65%
6	Govt E4	1.65%
7	Advanced Threat Protection	1.65%
8	Power BI	1.65%
9	Exchange Online	1.65%
10	Kiosk F3 Now	1.65%
11	Dynamics	1.65%
12	PowerApps	1.65%
13	Project Online	1.65%
14	Azure	1.65%
	All Other Microsoft Offerings	
15	SaaS	1.65%
16	On-Premise	1.65%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	1.65%
18	- Deployment services	1.65%
19	- Architectural design services	1.65%
20	- Training deployment services	1.65%
21	All other resold in-scope professional services	1.65%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	$200.00
23	- Solutions architect	$209.00
24	- Senior solutions architect	$265.00
25	- Program engagement manager	$232.00
26	- Project leader	$127.00
27	- Project manager	$209.00
28	- Senior project manager	$220.00
29	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

DocuSign Envelope ID: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR MICROSOFT

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	Cloud Solution Provider (CSP) Program	16.00%
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

DocuSign Envelope ID: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ORACLE

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Oracle Offerings	
1	SaaS	2.95%
2	On-Premise	2.95%
	Resold In-scope Professional Services	
3	- Ongoing maintenance & support services not included in software license agreement	2.95%
4	- Deployment services	2.95%
5	- Architectural design services	2.95%
6	- Training deployment services	2.95%
7	All other resold in-scope professional services	2.95%
		HOURLY RATE
	In-scope Reseller Services	
8	- Asset management	$200.00
9	- Solutions architect	$209.00
10	- Senior solutions architect	$265.00
11	- Program engagement manager	$232.00
12	- Project leader	$127.00
13	- Project manager	$209.00
14	- Senior project manager	$220.00
15	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	$284.00

DocuSign Envelope ID: 0AA2DAAE-52DE-4198-9916-CA1B0FF90C97

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
OPTIONAL SERVICES FOR ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	**Digital Innovation: UX/Visual/Product**	
7	Creative Director	$325.00
8	Principal Designer	$300.00
9	Associate Creative Director	$300.00
10	Design Manager	$275.00
11	Product Manager	$275.00
12	Senior Designer	$250.00
13	Senior Business Analyst	$250.00
14	Designer	$225.00
15	Business Analyst	$225.00
16	Associate Designer	$190.00
17	Associate Business Analyst	$190.00
	Digital Innovation: PM	
18	Services Manager	$325.00
19	Program Manager	$250.00
20	Project Manager	$225.00
21	Project Coordinator	$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	$325.00
23	Senior Architect	$300.00
24	Managing Architect	$300.00
25	Architect	$275.00
26	Senior Software Engineer	$250.00
27	Software Engineer	$225.00
28	Associate Software Engineer	$190.00

Certificate Of Completion

Envelope Id: 0AA2DAAE52DE41989916CA1B0FF90C97
Status: Completed
Subject: Please DocuSign: 10-00000-20-00054AD Software VAR PA
Source Envelope:
Document Pages: 21
Signatures: 2
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
13 Bataan Blvd
Santa Fe, NM 87508
Vanessa.LeBlanc@state.nm.us
IP Address: 98.60.102.6

Record Tracking

Status: Original
8/29/2022 6:58:13 AM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.88.117	Sent: 8/29/2022 8:58:33 AM Viewed: 8/29/2022 8:59:38 AM Signed: 8/29/2022 8:59:47 AM
Scott Friedlander Scott.friedlander@insight.com Insight Public Senior Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/29/2022 9:00:56 AM ID: 1a75860d-349c-423b-8429-0952c24b1716	 Signature Adoption: Drawn on Device Using IP Address: 71.163.95.251 Signed using mobile	Sent: 8/29/2022 8:59:49 AM Viewed: 8/29/2022 9:00:56 AM Signed: 8/29/2022 9:01:14 AM
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	 Signature Adoption: Pre-selected Style Using IP Address: 98.60.102.6	Sent: 8/29/2022 8:59:48 AM Viewed: 8/29/2022 9:00:16 AM Signed: 8/29/2022 9:00:20 AM
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.254.210 Signed using mobile	Sent: 8/29/2022 9:01:16 AM Viewed: 8/29/2022 9:01:50 AM Signed: 8/29/2022 9:02:12 AM

Signer Events	Signature	Timestamp
Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/29/2022 8:58:33 AM
Certified Delivered	Security Checked	8/29/2022 9:01:50 AM
Signing Complete	Security Checked	8/29/2022 9:02:12 AM
Completed	Security Checked	8/29/2022 9:02:12 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Item# 21-0659
Munis Contract#3202628

CITY OF SANTA FE
AMENDMENT No. 2 TO
Insight Public Sector Reseller of Microsoft Office 365 AGREEMENT
ITEM# 18-1309

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Microsoft Office 365 AGREEMENT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Products and Services M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision, One (1) as detailed in Exhibit A, Exhibit B, and Exhibit C of Microsoft renewal agreement 5294887 between the City of Santa Fe and Insight Public Sector.

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

1. SCOPE OF SERVICES

A. Products and Services shall be provided pursuant to Exhibit A, Exhibit B, and Exhibit C. of Microsoft Enterprise Renewal Agreement 5294887, M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG

ShrdSvr ALNG SubsVL MVL Commit Provision, One (1).

2. COMPENSATION.

Original Cost of three year Agreement 18-1309 of Microsoft Agreement E5623598 with the expiration of December 28, 2021 has been fully compensated in the amount of $346,822.62. Pricing of the Agreement 18-1309 Microsoft Agreement Number E5623598 is amended to increase the amount of compensation by a total of $2,548,296.60 (Excluding NMGRT) so that renewal agreement reads in its entirety as follows:

A. The City shall pay to the Contractor Twelve Month annual installments for the term of 36-months payments for services satisfactorily performed pursuant to the Scope of Work at the rate of:

December 29, 2021 Fiscal Year 2022: $849,432.20

December 29, 2022 Fiscal Year 2023: $849,432.20

December 29, 2023 Fiscal Year 2024: $849,432.20

Total Compensation of 36-Month Term (Exhibit D): $2,548,296.60

City of Santa Fe Agreement 18-1309 Total Compensation $346,822.62

Total Cost as of Expiration December 28, 2024: $2,895,119.22

Estimated Tax $71,670.84 per Year

3. TERM:

Original contract 18-1309 Microsoft Agreement Number E5623598 of the Agreement is hereby deleted in its entirety and substitute the following Amendment Number 2 Microsoft Agreement Number 5294887 in its place:

This Agreement shall be effective when signed by the City and shall terminate on

December 28, 2024.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 9, 2021

CONTRACTOR:
INSIGHT PUBLIC SECTOR

Scott Friedlander
Scott Friedlander (Nov 9, 2021 18:25 EST)

NAME Scott Friedlander

IPS SVP
TITLE

DATE: Nov 9, 2021
CRS# 02-960205-00-0

Registration # 229398

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Nov 4, 2021 15:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
Org. Name/Org.#6203600.530710 and 3653501.530710

AJH
AJH

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5294887

5-0000007743065

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	1128359.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Santa Fe
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	81524089
Previous Enrollment number *(Reseller to complete)*	51044310

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 6820 South Harl Avenue
City* Tempe
State* AZ
Postal code* 85283
Country* United States
Contact name* Software *Contract Support
Phone* 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	Scott Friedlander Scott Friedlander (Nov 9, 2021 18:25 EST)
Printed name*	Scott Friedlander
Printed title*	IPS SVP
Date*	Nov 9, 2021

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | 5-0000007743065

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr		2300
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	2300	
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	60	
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision		1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID
1128359.003
Language: English (United States)

Enrollment Number

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	2,300	2,300	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	2,300

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	2300	2300	2300	2300

Enrolled Affiliate

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Santa Fe
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	51044310		

Exhibit D

Insight PUBLIC SECTOR

City of Santa Fe

****BUDGETARY/PRELIMINARY RENEWAL QUOTE****

Quotation: 0921-City o4-MSEA-sdp
Date: September 20, 2021
Enrollment: 51044310
Contract: 1510001351

Subscription Start Date: **1/1/2022**
Subscription End Date: **12/31/2024**

Upfront: 12 Months Total

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2300	$349.93	$ 804,839.00
Additional Products								
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	60	$42.87	$ 2,572.20
J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisio	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$0.00	$ -
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	2300	$18.27	$ 42,021.00
							12 Month Total:	$ 849,432.20

EXHIBIT "D"

36 Month Total: $ 2,548,296.60

CITY OF SANTA FE
AMENDMENT No. 1 TO
En Pointe Technologies, a PCM Co. AGREEMENT
ITEM#18-1309
Munis Contract # 3200410

This AMENDMENT No. 1 (the "Amendment") amends the Agreement with En Pointe Technologies, a PCM Co., dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. formerly known as En Pointe Technologies, LLC, a PCM Co. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Licenses of Products of original agreement between the City of Santa Fe and En Pointe, a PCM Co.

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

1. NAME CHANGE

The Contractor, En Pointe, a PCM Co, is now known as Insight Public Sector, Inc. (See Exhibit "A" attached hereto).

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber, City Mayor
DATE: May 13, 2021

CONTRACTOR:
Insight Public Sector, Inc.

NAME
Lisanne McKinney
Chief Compliance Officer
TITLE

DATE: 4/15/2021
CRS# 02-960205-000-3

Registration # 29398

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
GB MTG 05/12/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

AL

MARY MCCOY, FINANCE DIRECTOR
[redacted]6203600.530710 AL
Business Unit Line Item

Insight
PUBLIC SECTOR

Exhibit A

February 6, 2020

To Whom It May Concern:

Please be advised that En Pointe Technologies Sales, LLC is a limited liability company whose sole member was PCM Sales, Inc. The parent company of PCM Sales, Inc. was PCM, Inc. On August 30, 2019, Insight Enterprises, Inc. acquired PCM, Inc., including all subsidiaries.

Effective August 30, 2019, En Pointe Technologies Sales, LLC became a subsidiary company of Insight Enterprises, Inc.

Insight Enterprises, Inc. is also the parent company of Insight Public Sector, Inc.

Should you have any questions or need further clarification, please contact me at lisanne.steinheiser@insight.com.

Sincerely,

Lisanne Steinheiser
Global Compliance Officer & Assistant Secretary

DocuSign Envelope ID: CA2F285C-632F-49A0-A5BD-1BC6C60412A5

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: **60-000-15-00020AD**

Price Agreement Amendment No.: **One**

Term: **March 10, 2020 – January 7, 2022**

NASPO ValuePoint Master Agreement Award Number: **ADSPO-16-138244**

NASPO ValuePoint Link: **https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: **Vanessa LeBlanc** VL

Telephone No.: **505-827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software VAR**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 8, 2021 to January 7, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/19/2021

Mark Hayden, New Mexico State Purchasing Agent
X **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

DocuSign SECURED

Certificate Of Completion

Envelope Id: CA2F285C632F49A0A5BD1BC6C60412A5
Status: Completed
Subject: Please DocuSign: 60-000-15-00020AD A001
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
13 Bataan Blvd
Santa Fe, NM 87508
Vanessa.LeBlanc@state.nm.us
IP Address: 174.237.135.123

Record Tracking

Status: Original
2/19/2021 3:36:25 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.123	Sent: 2/19/2021 3:37:56 PM Viewed: 2/19/2021 3:38:04 PM Signed: 2/19/2021 3:38:10 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	TDL Signature Adoption: Pre-selected Style Using IP Address: 67.164.144.62	Sent: 2/19/2021 3:38:11 PM Viewed: 2/19/2021 3:39:32 PM Signed: 2/19/2021 3:39:39 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 75.161.86.101	Sent: 2/19/2021 3:39:40 PM Viewed: 2/19/2021 3:41:03 PM Signed: 2/19/2021 3:42:23 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	2/19/2021 3:37:56 PM
Certified Delivered	Security Checked	2/19/2021 3:41:03 PM
Signing Complete	Security Checked	2/19/2021 3:42:23 PM
Completed	Security Checked	2/19/2021 3:42:23 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: **60-000-15-00020AD**

NASPO Mater Agreement: **ADSPO-16-138244**

NASPO Link:
https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Attached Participating Addendum**

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software VAR**

Term: **March 10, 2020 thru April 7, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

[ ] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. Taxes:
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5. Retainage.
Reserved

6. Performance Bond.
Reserved

7. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on April 7, 2021. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

8. Termination:

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency 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 Procuring Agency 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 Procuring Agency; (ii) if, during the term of this Agreement,

the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency'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 PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

9. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency 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.

10. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. 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. Without in any way limiting the generality of the foregoing the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or business in which a public officer or employee of the State or the of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase

contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16 the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency 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 Clause 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 Clause 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 Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

12. 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 Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or 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 the Terminations Clause of this Agreement, or to agree to the reduced funding.

13. 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.

14. Penalties for violation of law:

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

15. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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.

16. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

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, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. 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 Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

19. 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.

20. 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.

21. 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 State Purchasing Agent or agency or entity.

22. 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 Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone: (480) 366-7027
Email: SLEDcontracts@insight.com

23. Succession:

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

24. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico 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

Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

26. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

27. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

28. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico 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, 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 Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

29. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, 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 State 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 State 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 State 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.

30. 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 Procuring Agency.

31. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. 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 Procuring Agency.

32. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement 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 Agreement.

33. 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 State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

34. 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.

35. Release:

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

36. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency 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 Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

37. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Account Executive	Sergio Torres	sergio.torres@insight.com
Sales Manager	Brandon Marvel	brandon.marvel@insight.com
Contracts	Pam Potter	sledcontracts@insight.com
Reporting	Virginia Mace	sledreporting@insight.com

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

38. 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 agency 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 SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

39. Inspection:

If this Agreement 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.

40. Inspection of Services:

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

A. Services, as used in this Clause, 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 State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement 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 State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no

increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the St a Purchasing Agent or other party to this Agreement 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 Agreement price to reflect the reduced value of the services performed.

F. 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 r of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to t directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

41. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

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

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

a. Bodily injury: $1,000,000 per person /$1, 000,000per occurrence.

b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $

d. Umbrella: $1,0u ,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

42. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

43. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "*State Purchasing Division.*" This contract number

80-000-16-00020AD must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports may be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

44. Lease Agreements: *Reserved*

45. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Insight Public Sector, Inc.
Address	6820 South Harl Avenue, Tempe, AZ 85283
Contact	Pam Potter
Telephone	(480) 368-7027
E-mail	SLEDcontracts@insight.com

Participating Entity

Name	State of New Mexico
Address	1100 St. Francis Drive, Santa Fe, NM 87505
Contact	Vanessa LeBlanc
Telephone	(505) 827-0472
E-mail	Vanessa.LeBlanc@state.nm.us

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-16-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Insight Public Sector contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The Insight Public Sector dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies for such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Insight Public Sector, Inc.
Signature:	Signature:
Name: Mark Hayden	Name: John Garnatham
Title: State Purchasing Agent	Title: SVP – Business Development
Date: 3-12-2020	Date: March 6, 2020

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at pcm@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.

Microsoft ITEM # 18-1309 Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	E5623598

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0778267.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Santa Fe
Signature*	
Printed First and Last Name*	Alan Webber
Printed Title	Mayor
Signature Date*	11/26/2018
Tax ID	85-6000168

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Corporation OCT 30 2018 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	51044310
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

EN POINTE TECHNOLOGIES

Quote # 25318714
Date 10/5/2018
Expiry Date 10/19/2018

Customer	CITY OF SANTA FE (1028727)			
Quote Title	MICROSOFT	**Shipping Address**	**Billing Address**	**Contact Details**
Shipping	Best Way-3 to 7 days	CITY OF SANTA FE	CITY OF SANTA FE	Yodel M. Catanach
Payment	Net 30	Yodel M. Catanach	P.O. Box 909 - ITT DEPT,	yocatanach@ci.santafe.nm.us
		P.O. Box 909 - ITT DEPT,	Santa Fe, NM, 87504	Ph: 505-995-5575
		Santa Fe, NM, 87504		

ADSPO16-130653
PA# 60-000-15-00020AA
Year 1

Details	Avl	Qty.	Unit Price	Ext. Price
Line # 10 MICROSOFT **Mfr. SKU** AAA-11894. O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr		50	$211.60	**$10,580.00**
Line # 20 MICROSOFT **Mfr. SKU** 3GU-00001. O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr		2000	$18.18	**$36,360.00**
Line # 30 MICROSOFT **Mfr. SKU** 3PS-00001. ExchgOnInKioskGCC ShrdSvr ALNG SubsVL PerUsr		450	$19.27	**$8,671.50**
Line # 40 MICROSOFT **Mfr. SKU** 3MS-00001. ExchgOnInP1GCC ShrdSvr ALNG SubsVL PerUsr		1500	$36.24	**$54,360.00**

Lease this for $3,361.87 per month with $0 down and $1 buy back option! Contact us for credit terms and options. Excludes applicable taxes, based on 36-month term, on approved credit.

Sub Total	**$109,971.50**
Total Tax	**$5,636.04**
Total Amount	**$115,607.54**

Customer Acceptance

A signature submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Sales. to purchase the above referenced goods and/or services.
Further, Customer agrees to pay all invoices related to this order according to the terms and condition specified by En Pointe Technologies Sales. which are available at www.enpointe.com/invoice-terms

Name
Email
Phone
PO #
Signature
Date

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Joshua **Last** Elicio
Contact email address* juelicio@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (505) 955-5576
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* **First** Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 95818
Country* United States
Contact name* Software Admin
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* Steve DeAngelo
Printed title* operations specialist
Date* 11/2/18
** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Enterprise Enrollment for O365 reseller is En Pointe a PCM Co.

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

11/15
11/9
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items

Proposal ID
0778267.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
O365 Gov Plans	
O365 GCC E3	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A

CTM

2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

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 Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Insight Enterprises, Inc., and En Pointe IT Solutions, LLC 6820 Harl Avenue Tempe, AZ 85283	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** N/A — N/A **INSURER C :** Sentry Insurance A Mutual Co — 24988 **INSURER D :** Sentry Casualty Company — 28460 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002456905-08 **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 [X] PRO-JECT [X] LOC OTHER:			3606-77-62	04/15/2021	04/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7362-08-62	04/15/2021	04/15/2022	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	$ $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			90-05749-03 (AOS) 90-05749-04 (MA, WI, HI)	04/15/2021 04/15/2021	04/15/2022 04/15/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: David Tapia
200 Lincoln Ave
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kenneth Chau

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INSIGHT PUBLIC
DBA: INSIGHT PUBLIC

Business Location: 6820 S HARL AVE
GUADALUPE , AZ 85283

CRS Number: 02-960205-00-0

Owner: INSIGHT PUBLIC SECTOR INC.

License Number: 229398

License Type: Business License - Renewable

Issued Date: February 15, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 15, 2022

Fees Paid: $10.00

INSIGHT PUBLIC
6820 S HARL AVE
GUADALUPE , AZ 85283

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. 16 2/7/2020

Insight Contract_Amendment_3-for vendor review

Final Audit Report 2024-12-02

Created:	2024-12-02
By:	Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT9jnTb3z73WIqPM64Up8yurg9JFywRM9

"Insight Contract_Amendment_3-for vendor review" History

Document created by Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
2024-12-02 - 3:59:02 PM GMT- IP address: 20.94.167.121

Document emailed to Lisanne Steinheiser (lisanne.steinheiser@insight.com) for signature
2024-12-02 - 3:59:24 PM GMT

Email viewed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
2024-12-02 - 4:07:34 PM GMT- IP address: 198.187.200.254

Document e-signed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
Signature Date: 2024-12-02 - 4:07:50 PM GMT - Time Source: server- IP address: 198.187.200.254

Agreement completed.
2024-12-02 - 4:07:50 PM GMT

Insight Contract_Amendment_3-for vendor review - signed

Final Audit Report 2024-12-02

Created:	2024-12-02
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvOvlEe9mPFvGxDOHNnikcxQ6yMrQrgiS

"Insight Contract_Amendment_3-for vendor review - signed" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-12-02 - 4:33:23 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2024-12-02 - 4:34:44 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2024-12-02 - 4:34:53 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2024-12-02 - 4:35:14 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2024-12-02 - 4:35:14 PM GMT

Insight Public Sector_Amend 3

Final Audit Report 2024-12-05

Created:	2024-12-04
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAvNZgMXK0hsmgQXk_XYC1hTX3WebC5WH4

"Insight Public Sector_Amend 3" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-04 - 9:51:14 PM GMT- IP address: 97.182.93.53

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-04 - 9:55:24 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-12-04 - 10:24:50 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-12-04 - 10:25:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-12-04 - 10:25:21 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-12-05 - 5:45:24 AM GMT- IP address: 172.225.80.180

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-12-05 - 4:56:03 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: City of SF should be the certificate holder on the COI.
2024-12-05 - 5:51:05 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

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

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PRODUCER MARSH USA LLC. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-24-25	**CONTACT NAME:** Kenneth Chau **PHONE (A/C, No, Ext):** 213-346-5000 **FAX (A/C, No):** 213-346-5935 **E-MAIL ADDRESS:** Phoenix.CertRequest@Marsh.com
INSURED Insight Enterprises, Inc Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great Northern Insurance Company 20303 **INSURER B :** Federal Insurance Company 20281 **INSURER C :** Sentry Insurance Company 24988 **INSURER D :** Sentry Casualty Company 28460 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002660672-07 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	3606-77-62	04/15/2024	04/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	7362-08-62	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			7819-44-10	04/15/2024	04/15/2025	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	90-05749-001 (AOS) 90-05749-002 (MA,WI,HI)	04/15/2024 04/15/2024	04/15/2025 04/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

City of Santa Fe their officials, officers, employees, and agents are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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

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

DEPARTMENT / DIVISION NAME	DATE
Community and Economic Development / Affordable Housing	11/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Subsidy Payments	2400223	510500		105,027	
Housing CIP (Bella Luz Apts/Lamplighter)	3459980	572970	FA345D-CONSTRUC		(105,027)
Capital Transfer to AHTF	3459980	760240		105,027	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer to AHTF	2400223	660345		(105,027)	
				$ 105,027	$ (105,027)

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

The City has two contracts with Bella Luz LLC for the Lamplighter project - one for capital construction and one for consutlting services. In FY 24, the vendor invoiced for consulting services against the construction contract. The Project Manager at the time compesated for this by moving AHTF funds to Housing CIP. This BAR moves the AHTF funds back to fund 240 for the consulting contract and staff will have the vendor reissue invoices against the AHTF contract.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
345	(105,027)
240	105,027
TOTAL:	**0**

Halona Crowe — Prepared By *{print name}* — 10/8/2024 Date

Johanna Nelson (Dec 4, 2024 17:56 MST) Dec 4, 2024
Division Director Signature *{optional}* Date

Randy Randall (Dec 4, 2024 21:56 MST) Dec 4, 2024
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — Dec 5, 2024 Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico
Memorandum

Date: November 15, 2024

To: Quality of Life Committee
Finance Committee
Governing Body

From: Roberta Catanach, Project Administrator RC
RC
Loretta S. Olguin, Business Operations Manager L SO

CC: Andrew Hopkins, Budget Officer

RE: BAR - Bella Luz LLC for the Lamplighter Project

ACTION: Request for Approval of a Budget Amendment Resolution (BAR) in the total amount of $105,027.

BACKGROUND AND SUMMARY: The City has two contracts with Bella Luz LLC for the Lamplighter project and one for the capital construction contract. In FY 24, the vendor invoiced for consulting services against the construction contract. The Project Manager at the time compensated for this by moving AHTF funds to Housing CIP. This BAR moves the AHTF funds back to fund 240 for the consulting contract and staff will have the vendor reissue invoices against the AFHTF contract.

Attachments:
Budget Adjustment Request Form

Fund	240	COMDEV	Acct	240-45-02-2750-223-00-000-510500-	
Org	2400223	AH Trust	Acct name	Subsidy Payments	Account
Object	510500	Subsidies	Type	Expense	Status: Active
Project			Rollup	AFHTC	Affordable Housing Trust CNT
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2024/13	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	3,000,000.00	3,000,000.00	3,000,000.00	2,908,166.00
Transfers In	3,359,379.00	6,122,128.25	4,094,183.00	2,914,351.00
Transfers Out	-105,027.00	-2,735,393.25	-1,298,144.00	.00
Revised Budget	6,254,352.00	6,386,735.00	5,796,039.00	5,822,517.00
Actual (Memo)	4,309,389.20	2,896,552.90	2,522,303.13	1,427,153.17
Encumbrances	.00	.00	.00	3,766,006.85
Requisitions	.00			.00
Available	1,944,962.80	3,490,182.10	3,273,735.87	629,356.98
Percent used	68.90	45.35	43.52	89.19

Fund	345	COMDEV	Acct	345-45-99-9980-000-00-000-572970-	
Org	3459980	HousingCIP	Acct name	WIP Construction	Account N
Object	572970	WIP Constr	Type	Expense	Status Active
Project			Rollup		
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2024/13	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	.00	.00	.00	.00
Transfers In	949,497.00	844,470.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	949,497.00	844,470.00	.00	.00
Actual (Memo)	181,401.48	.00	.00	-181,401.48
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	768,095.52	844,470.00	.00	181,401.48
Percent used	19.11	.00	.00	.00

Signature: Roberta Catanach
Roberta Catanach (Dec 4, 2024 16:14 MST)

Email: rlcatanach@santafenm.gov

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT



CDBG Program Year 2023
(July 1, 2023 - June 30, 2024)

SUBMITTED BY: City of Santa Fe
Office of Affordable Housing
P.O. Box 909
123 Marcy Street, Suite 205
Santa Fe, New Mexico 87501
Phone # (505) 316-4634

Questions and Comments: Toniette Candelaria Martinez, tocandelariamartinez@santafenm.gov or (505) 316-4634

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a) - This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Santa Fe's focus throughout the program year was to mitigate the effects of socio-economic challenges, particularly regarding housing stability, by improving the city's housing stock, increasing the number of affordable housing units, and providing shelter and services to facilitate rehousing for those who have lost it. In Program Year (PY) 2023, the city used its CDBG funds to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. To meet these goals, the City used its goals and objectives in the 2023-2027 Consolidated Plan and 2023-24 Annual Action Plan to assess housing needs and provide recommendations for meeting the needs. In PY 23, the City provided CDBG program funds to multiple service providers, supporting collaboration, and strategically applying its federal and non-federal resources to community needs. Accomplishments for the 2023 program year (City's FY24) are summarized below.

- Santa Fe Public Schools Adelante program served 921 homeless students and their families by providing referrals to housing resources as well as assistance with counseling, education, food, and clothing;
- The Interfaith Community Shelter continued to implement the Summer Safe Haven for All program. The program was able to serve 745 guests for overnight shelter. During PY 23, the Shelter saw an increase in the bed nights, meals, and day services provided;
- Youth Shelters and Family Services provided beds, case management, outreach services, and referrals to fifty-four (54) homeless or at risk of homelessness youth through their Transitional Living and Street Outreach programs;
- Homewise (4) and the Housing Trust (2) assisted a total of six (6) home buyers with mortgage principal reduction loans, utilizing entitlement funds and program income generated from past CDBG awards;
- Santa Fe Habitat for Humanity rehabilitated fourteen (14) single family homeowner occupied homes owned by low-income households all below 80% of Area Median Income (AMI);
- St. Elizabeth's Shelter replaced the heating and air conditioning systems in eight (8) apartments at Sonrisa Supportive Family Living apartments, supporting nine (9) households.
- Vincent's Legacy (a partnership between St. Elizabeth Shelters and the national nonprofit Community Solutions) provided case management, referrals to other agencies and a variety of services to help 142 tenants living at Santa Fe Suites maintain their housing.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g) - Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
1A Increase Availability of Supportive Services	Homeless	CDBG: $470,380	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	921	23.03%	800	921	115.13%
1A Increase Availability of Supportive Services	Homeless	CDBG: $470,380	Homeless Person Overnight Shelter	Persons Assisted	2150	799	37.16%	430	799	185.81%
1B Expand Options for Overnight Shelter Beds	Homeless	CDBG: $295,380	Homeless Person Overnight Shelter	Persons Assisted	2150	799	37.16%	430	430	100.00%
1C Increase and Improve Street Outreach and Suppor	Homeless	CDBG: $100,000	Homeless Person Overnight Shelter	Persons Assisted	550	54	9.82%	110	54	49.09%

1D Increase Available Permanent Supportive Housing	Homeless	CDBG: $523,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%	10	0	0.00%
2A Expand Choice for Affordable Rental Opportuniti	Affordable Housing	CDBG: $523,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%	10	0	0.00%
2B Expand Choice for Affordable Home Buying Opport	Affordable Housing	CDBG: $724,820	Direct Financial Assistance to Homebuyers	Households Assisted	20	6	30.00%	2	6	300.00%
2C Improve Condition and Preserve Affordable Rental Housing	Affordable Housing	CDBG: $523,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%	10	0	0.00%
3A Provide for Owner Occupied Housing Rehabilitation	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%
3B Provide for Energy Efficiency Upgrades and Accessibility	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%

3C Maintain Financial Stability for LMI Homeowners	Affordable Housing	CDBG: $1,224,820	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%
3C Maintain Financial Stability for LMI Homeowners	Affordable Housing	CDBG: $1,224,820	Direct Financial Assistance to Homebuyers	Households Assisted	20	6	30.00%	2	6	300.00%
4A Increase Economic Opportunities for LMI Population	Non-Housing Community Development	CDBG: $790,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	80	0	0.00%
4B Expand Public Facilities and Infrastructure for	Non-Housing Community Development	CDBG: $790,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	180	0	0.00%
4C Expand Access to Parks and Open Spaces	Non-Housing Community Development	CDBG: $300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%	100	0	0.00%

4D Expand Access to Transportation	Non-Housing Community Development	CDBG: $300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%	100	0	0.00%
4E Increase Programming to Prevent Displacement	Affordable Housing	CDBG: $675,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	921	23.03%	800	921	115.13%
4E Increase Programming to Prevent Displacement	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	60	14	23.33%	12	14	116.67%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Santa Fe's CDBG program primarily focuses on meeting the housing and public service needs of its low- and moderate-income residents, including programs that range from assisting the homeless to improving homeowner properties. The city's priorities are reflected in its 2023-24 Action Plan activities and related accomplishments. The majority of the city's CDBG activities met or exceeded their intended targets.

With respect to the city's affordable housing priorities, Habitat for Humanity's home repair program has achieved its goal by providing essential repairs to fourteen (14) households within the program year. This activity was in direct alignment with the objectives outlined in the Consolidated Plan, focusing on the preservation and improvement of existing housing, as well as the promotion of accessible housing options. Throughout the program year, Habitat's rehab team successfully repaired or replaced eight (8) roofs, replaced four (4) swamp cooler/EV with new units, completed furnace repairs including a whole home unit, finished two (2) bathroom and shower projects providing improved accessibility as well as one home with window and step repair and maintenance.

Homewise (4) and the Housing Trust (2) assisted a total of six (6) homebuyers with mortgage principal reduction loans, utilizing entitlement funds and program income generated from past CDBG awards.

SFPS's Adelante Program exceeded its target by serving 921 students and their families experiencing homelessness, instead of the intended eight hundred, demonstrating the City's commitment to increasing access to high-quality schools and increasing opportunities for at-risk populations. Although the program is officially reporting 921 unduplicated students served, the actual impact is far greater, as many of the families served experience transience and may live in various housing situations throughout the school year.

Additionally, vital support services and overnight shelter beds were extended to those experiencing homelessness through Interfaith Shelter's Summer Safe Haven for All program and Youth Shelters' Transitional Living and street Outreach Program, which collectively provided services to a total of 799 individuals or households, exceeding the goal for PY 23-24. These initiatives address the Consolidated Plan's goal of providing opportunities for at-risk populations and the crucial priority needs of offering emergency shelter and supportive services to people experiencing homelessness.

During fiscal year 2023-24, Interfaith Community Shelter saw a substantial increase in the bed nights, meals, and day services provided. The program was able to serve 745 guests for overnight shelter. ICS saw many successes in connecting guests to resources for life stabilizing services and permanent housing. Providing more intensive case management for our chronically homeless guests has led to successfully connecting to necessary service providers for behavioral and medical services to move these individuals through the continuum of care and connect to housing. With its transition from the

Women's Summer Safe Haven to the new Summer Safe Haven for All and the roll out of its mobile services program, ICS continues to evaluate and implement programming that reaches more unhoused individuals in the community.

Youth Shelters and Family Services provided beds, case management, outreach services, and referrals to fifty-four (54) homeless or at-risk homeless youth through their Transitional Living and Street Outreach programs. Although the programs did not reach their goal of serving 110 youth, the discrepancy indicates a positive outcome. The number of youths served has remained consistent at the Transitional Living Program, however, Youth Shelters & Family Services is seeing much fewer engagements at the street level in the 17 to 21 year-old range which is an indication that their Rapid Rehousing Housing First model of engagement is continuing having a positive impact.

The Youthworks Social Justice Kitchen activity has been delayed. An asbestos study on the facility was required prior to issuing a demolition permit. Youthworks commissioned an evaluation of the facility which found asbestos in the mastic glue of the ceiling tiles and floor tiles, in 18% of the facility. A quote for remediation was obtained and Youthworks expects the remediation and demolition of the space to be completed in December 2024.

Completion of the Bella Luz Apartments/Lamplighter Inn Motel conversion is still in a pre-construction stance. CDBG funds were used for asbestos remediation and this phase of the project, along with lead-based paint remediation is complete. Newly established construction requirements will require changes to landscaping, entries, exits, sidewalks, buffer zones, parking spaces and site lighting. The project hopes to be able to go to bid for a general contractor in September 2024.

Construction of the El Camino Real Academy Trail is expected to be completed in Fall, 2024. CDBG funds were used to pay for predevelopment expenses to leverage other city funds for construction. The El Camino Trail will provide dedicated Safe-Routes-To-School access to low- and moderate-income students and families in a high LMI area (70%).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1,657
Black or African American	42
Asian	15
American Indian or American Native	70
Native Hawaiian or Other Pacific Islander	17
Total	**1,801**
Hispanic	1,267
Not Hispanic	534

Table 2 – Table of assistance to racial and ethnic populations by source of funds

The racial and ethnic composition reported for CDBG program sub-recipients represents cumulative annual data collected that represents a total of 1,801 recipients of CDBG-funded projects, programs, and services. Of this number, the self-identified racial and ethnic statuses from the city's direct service activities are shown in the table above.

Hispanic is an ethnicity and is separate from the rest of the table which categorizes by race. Hispanic is an ethnic category that refers to individuals with ties to Spanish-speaking countries, primarily from Latin America and Spain. People of Hispanic ethnicity may identify with various races, including White, Black, Indigenous, or others.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,837,654	1,479,947
Other	public - local	3,664,500	1,947,926

Table 3 - Resources Made Available

The City was awarded entitlement funds of $627,175 for PY2023. Unexpended CDBG entitlement awards from previous years totaling $998,343 were reprogrammed and obligated to new activities in PY2023 (City's FY24). Additional funds from Program Income generated by Homewise and the Housing Trust's Mortgage Principal Reduction programs totaled $212,136, all of which was expended against eligible CDBG activities and new MPR loans. Total expenditures of CDBG funds reported in 2023-2024 PR26 including program income were $1,479,947. The remaining unexpended balance totaling $357,707 will continue to fund activities in PY24.

$3,664,500 from the Affordable Housing Trust Fund was made available during PY23 (City's FY24), of which $1,947,926.05 was expended. Contracts with remaining balances were amended to extend the term, so grantees could have additional time to spend down the remaining funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	Citywide

Table 4 – Identify the geographic distribution and location of investments

In any given program year, the City of Santa Fe does not prioritize allocating funds and supporting programs geographically, due to the City's lack of population density relative to its size. Instead, the City focuses programs on the household income or an identified characteristic of the participants and/or recipients of assistance. For example, mortgage reduction assistance is provided based upon the homebuyer's income rather than the location of the home. Likewise, public service programs for at-risk youth serve the citywide population, rather than those youth living in a specific census tract. This description has been reported in previous years and that priority remains. However, on occasion, a project proposal will be accepted because allocating funds at that site will also serve other community development goals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Santa Fe's model of service delivey is to pass though most federal funds to subgrantees, who provide the services. This ensures that services are furnished in the most efficient and relevant manner possible. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds. The City's nonprofit partners estimate that every dollar of federally-funded mortgage reduction assistance from this past year leveraged $3.52 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (The Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals. Likewise, the supportive housing providers in Santa Fe are also well-leveraged and use CDBG funds to expand on their missions very effectively

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	9
Number of Non-Homeless households to be provided affordable housing units	14	18
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**24**	**27**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	22	23
Number of households supported through Acquisition of Existing Units	2	4
Total	**24**	**27**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The one-year goal of ten (10) homeless households with affordable housing was supported by the rehabilitation of the Sonrisa Family Housing project which served nine homeless households in PY 23. The one-year goal of supporting fourteen (14) non-homeless households with affordable housing was met through the Habitat for Humanity's Emergency Home Repair Program (14) and Homewise's Mortgage Principal Reduction (4) program which served 18 low- and moderate-income households.

CDBG was used for asbestos remediation at the Lamplighter Inn and the conversion of the motel into affordable housing is still underway. The City is currently reporting zero units for this project in IDIS but will report outcomes in the database as soon as the property is occupied. The CR-20 table for the 2022 program year included the fifty-eight units that will be made available.

Discuss how these outcomes will impact future annual action plans.

The outcomes in PY23 will have a similar effect on future CDBG funding allocations. Demand for affordable housing options, supportive services and prevention of foreclosure and homelessness are still the highest priorities for Santa Fe. There is continued need to shelter homeless individuals and provide permanent supportive housing options to keep them housed. Similarly, the need for rehabilitation of the city's aging housing stock will continue, especially for seniors, disabled persons, and communities of color.

Mortgage reduction assistance continues to be crucial in the City of Santa Fe. Low-to moderate-income borrowers need additional assistance to purchase a home due to the ever-increasing home prices and higher interest rates. In many cases, borrowers obtain additional sources of mortgage reduction assistance (on top of CDBG funds) to have a chance to purchase a home in Santa Fe. Santa Fe, like many other areas, is facing its worst housing affordability crisis to date. Increased focus will target the construction of new housing for homeownership as well as affordable rental units and home repair to preserve and maintain existing affordable housing stock.

Continued priority will be given toward public services that provide systemic solutions through education, as well as mitigation efforts with homelessness, and at-risk for homelessness service programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	16
Low-income	4
Moderate-income	7
Total	**27**

Table 7 – Number of Households Served

A total of 27 households were served, including 16 extremely low-income households and 4 low-income households. This achievement is reflective of the vital role served by CDBG funds in Santa Fe to meet the needs of individuals and families who have very few options for support. All programs included outreach and services provided for those households and individuals with worst case housing needs, paying more than half of their income for rent, those living in seriously substandard housing, to include those without a home, or those who have been involuntarily displaced.

Moving forward, other actions taken to foster and maintain affordable housing include utilizing city-owned land for affordable housing developments and continuing to preserve affordable housing through rehabilitation programs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The growing population of persons experiencing homelessness in Santa Fe has greatly amplified the City's need and desire to end functional homelessness. All of the city's nonprofit partners who work with homeless persons have extensive outreach activities to include veterans, families, and unaccompanied youth.

The Interfaith Community Shelter has three programs to serve individuals experiencing homelessness: the Seasonal Overnight Shelter (SOS), that offers emergency beds and meals in the colder months; the Summer Safe Haven for All, that offers emergency beds and meals to chronically homeless individuals during the summer months and the Day Services Program, that offers clothing, showers, lunches, case management (which includes assistance with obtaining state IDs and referrals for other services) and an array of services through Partner Providers in the building (medical care, job counseling, housing assistance, meditation, etc.). Interfaith saw a substantial increase in the bed nights, meals, and day services provided in PY 23, and the program was able to serve 745 guests for overnight shelter. All three programs are also partially funded through local funds allocated through the City's Youth and Family Services Division.

The City used CDBG funds during the program year 2023 (FY24) to support Youth Shelters and Family Services (YSFS) in providing Transitional Living and Street Outreach for young adults ages 16-22. Through the Transitional Living Program, twenty-three (23) youth ages 17-21 were provided a safe place to stay and case management to help them attain their educational and employment goals. The Street Outreach Program supported with CDBG funds served fifty-four (54) total clients during the reporting period and provided them with referrals, services and case management targeted toward assisting them to exit homelessness. Many young people in both programs have become housed on a more permanent basis through the YSFS Youth Homelessness Demonstration Project which provides Rapid Rehousing to clients 18-24 years old.

Another way that families experiencing homelessness are assisted is through the Adelante program, which provides referrals to services, school supplies, food, clothing, and other supports to students enrolled in Santa Fe Public Schools and their families. CDBG funds were used to expand staff hours, which enabled the program to serve 921 children and youth in need.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works in partnership with many non-profit organizations who provide a wide range of services

to prevent “at-risk” populations such as unaccompanied youth, battered families, people with disabilities, veterans, and seniors. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities and services such as health care, transportation, and counseling. These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City, through its community partners, supports emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

St. Elizabeth continues to play a strong role in providing services to the needs of the homeless in Santa Fe. St. Elizabeth collaborates closely with the Interfaith Community Shelter, Consuelo’s Place and NM Coalition to End Homelessness. This enables the agency to assist its clients to find work, apply and receive social security disability benefits, obtain medical and mental health services, and ultimately locate and move into housing. St. Elizabeth continues to manage the Santa Fe Suites, a former 123 unit extended-stay motel and converted it into supportive permanent housing for those coming out of homelessness and low-income individuals and couples. In PY 23, the program served 142 clients with case management, referrals to other agencies and a variety of services to help them maintain their housing.

The City of Santa Fe also works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs, and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City relies on its network of community partners to facilitate coordination of services to individuals and families that are vulnerable to homelessness. During the 2023 program year, the City continued its work with the Built for Zero initiative, a nationally recognized, evidenced-based program which provides strategies and solutions for eliminating chronic homelessness. Communities in BFZ focus on achieving “functional zero” for one population, as a step on the way toward solving homelessness for all populations. This evidence-based model uses quality data to guide communities to reach functional zero, which when reached, makes homelessness rare and brief. BFZ is a data driven model. Quality data

is maintained by collecting real-time, by-name data through coordinated outreach efforts to create a list of every individual experiencing homelessness in the community. A “by-name list” helps providers understand the unique needs of an individual experiencing homelessness and recognizes that unhoused individuals all have their own story. Functional zero is indicated by inflow and outflow. A community has reached functional zero when the number of people being housed surpasses the number of individuals being added to the by-name list. Santa Fe has committed to reach functional zero by 2026.

The use of Rapid Rehousing is limited by its applicability to the household in need. Life Link, New Mexico Coalition to End Homelessness, Youthworks, and Adelante are the City’s partners in administering rapid rehousing assistance and assesses each household at intake. For those with fewer barriers, rapid rehousing provides support until the household increases income and/or benefits and can manage the housing expense independently. Life Link and other rapid re-housing providers emphasize ongoing case management and referral to other services (employment, education, job training, budgeting, health care/insurance, food, transportation, etc.) so that when assistance ends with one program, the household is poised to enter another program if independence has not been achieved.

Several agencies collaborate so that a person who is discharged from an institution, recovery program, detention center or hospital is transitioned to a safe place to stay. Anchorum St Vincent Foundation focuses particularly on people discharged from the hospital to ensure that they do not end up on the streets by paying for beds and staffing at local shelters, particularly for those who need longer term care for ordered bed rest, wound treatment, etc. The County of Santa Fe also pays for a navigator to help folks in jail get connected to services and shelter upon discharge. There are several gaps in this informal system though, and many services providers recognize the need to formalize a discharge policy. ESG funds are not used directly by the City or its immediate partners but there is consensus across the Continuum of Care membership that there is need to investigate the potential of ESG use in Santa Fe.

The City works with, and provides CDBG funding to, Youth Shelters and Family Services to help address the needs of youth who are at risk of becoming homeless after leaving foster care, other youth facilities, as well as dysfunctional homes. Specifically, the Youth Shelters' Street Outreach Program proactively provides outreach services for youth living on the streets. Their Street Outreach Drop-In Center provides these youth with hot meals, showers, computer and phone access, and a safe space to connect with support systems.

In addition to CDBG funds, other City departments actively support programming for youth exiting foster care and youth facilities. Youthworks receives City funding for its apprenticeship and job skills training programs as well as funding for social services provided to its youth participants and is in the process of creating a commercial kitchen and culinary training program for at-risk youth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

For chronically homeless households, the service delivery system relies on a network of housing providers, and services coordinated through the Continuum of Care, the City's funding cycles (through the Children and Youth Commission, the Human Services Committee, and the Community Development Commission), and other regional efforts. Upon intake each homeless or at-risk household is assessed to determine whether they qualify for rapid rehousing or whether their needs are more intensive. If the household has few barriers then they can use rental assistance until they are able to manage the housing expense on their own- either through income or an increase in benefits. Additionally, individuals who are referred through the CONNECT navigation network are assessed and referred to the appropriate agency to receive supportive housing services. A navigator at the service agency walks alongside the individual/household who is experiencing or is at-risk of homelessness to determine what is needed to secure stable housing. Navigation takes place until the housing needs are met. Extensive outreach activities include veterans, their families unaccompanied youth.

Additionally, the City continues to look for opportunities to leverage local funds to purchase properties to be converted into permanent supportive housing. The Lamplighter Inn conversion is nearing completion with the support of CDBG funds. When completed, the project will provide fifty-eight units of affordable housing that will be available only to individuals earning 80% AMI or less, with a quarter of the units set aside for chronically homeless individuals. The Lamplighter Inn project is a joint effort between the City of Santa Fe, Santa Fe County, Anchorum St Vincent, the Life Link, JL Gray Company, New Mexico Coalition to End Homelessness, Thornburg Foundation, Santa Fe Community Foundation, and the NM DFA. An important aspect to the evolution of the City's approach to ending homelessness is the coordination of a system-wide framework to ensure that outreach and coordinated entry systems are truly effective.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees twenty-eight units of public housing, 491 units of HUD Project based rental assistance (PBRA) – 459 of which are also LIHTC units, and 145 Low Income Housing Tax Credit (LIHTC). SFCHA also manages 670 housing choice vouchers in Santa Fe. Of the PBRA there are a total of 359 units for seniors and 132 units for families. Currently, over 300 people are on the waiting lists for a housing authority apartment unit, and approximately 300 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately thirty-five applications per month for housing. The wait for a unit is between 18 and 24 months; however, the waiting lists are usually only open on a lottery basis at designated times during the year. In addition SFCHA owns and operates affordable units in the City of Espanola and the Town of Bernalillo.

The SFCHA utilizes site-based or site-driven wait lists, which better supports applicants so that the Authority doesn't have to turn an individual or family down because of location, school district or other limiting factors, and to avoid having to send an individual or household back down to the bottom of the list again.

Although no city new contracts were awarded with the Civic Housing authority in PY23, the agency received Low-Income Housing Tax Credits (LIHTC), state HOME funds and HTF funds from Housing New Mexico (state HFA) for two housing developments in PY 23:

Country Club Apartments (approximately $12.4 million in tax credits)

Rehabilitation of sixty-two units including new windows, doors, siding, stairs, and HVAC; renovated access and site utilities; interior rehabilitation, including extensive re-plumbing; and 26 newly constructed units.

Ocate Apartments (approximately $16.2 million in tax credits, New Mexico Housing Trust Fund $3 million, National Housing Trust Fund $400,000, HOME Program $400,000.

New 60-unit development serving households with children featuring open design concept with kitchen islands; interior common areas including a computer training center and kitchen; and outdoor play areas, picnic areas, community gardens and patios.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Santa Fe Civic Housing Authority continues to run a Family Self-Sufficiency Program that supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the

term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

Actions taken to provide assistance to troubled PHAs

The Santa Fe Civic Housing Authority is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Disproportionately, those who are most heavily cost-burdened have the lowest incomes. In PY 23, the City continued its review of the Land Development Code (LDC) to address barriers to housing development - particularly affordable housing development. The city's Planning and Land Use Office kicked off the land development update in early 2023 with significant public engagement for the first phase. The update is expected to be completed by the end of this calendar year. An initial assessment has been completed along with the launch of citizen and technical working groups that meet monthly. During the code assessment phase, two main areas of focus will be housing and equity. The first phase focuses on making the code more user friend, easier to read and understand. The Land Use Office has been working with a consultant to wrap up the first phase by the end of the calendar year. Results and relevant revisions to the code will be updated in subsequent reports.

The city applied for but did not receive a competitive HUD PRO Housing Grant that would have assisted with identifying and addressing barriers to housing production. The city's $4 million proposal contained the following subcomponents:

- Improve the residential development process for developers, residents, and city staff
- Augment the impact of existing inclusionary zoning policies in new housing construction
- Invest in pre-development processes to jumpstart new construction in Midtown, an underused corridor and high opportunity zone for economic development and transit
- Support innovative homeownership alternatives, through land trusts, shared equity, and other cooperative models to maintain a balance that preserves future affordability with homeownership benefits
- Counteract displacement pressures in Hopewell Mann, a high-risk, low-income neighborhood
- Create replicable models for other long-range development plans in the city such as Tierra Contenta Phase III, which could create over 1,500 housing units

The City continues to explore options to redevelop several of its underused corridors and properties that are served with infrastructure and could support rental housing. The goal for these potential redevelopment areas is to create housing that is affordable to a mix of incomes and offering a range of types, both rental and homeownership, while also expanding access to other opportunities, such as employment, education, and recreation. The advantage to these areas is they do not have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. The City released a Request for Qualifications to support affordable and workforce housing development on a 19-acre plot in Las Estrellas and an invitation to bid (ITB) for a larger amount of city-owned tracts in the same area. Submissions for both proposals were received in

January, but no awards have been made yet. The City hired a Metropolitan Redevelopment Authority director to further the Midtown development process within the Midtown Local Innovation Corridor District, or Midtown LINC.

The Fee-in-Lieu menu of options for developers continues to support barrier reduction for multi-family rental development. The inclusionary zoning ordinance allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, affordable to 30 - 65% AMI, and HUD's Fair Market Rent. Additionally, the ordinance amendments increased incentives available to Developers to encourage the set aside of rent-restricted units. In the upcoming program year, two projects will finalize their land use entitlements proposing to include affordable units included on site.

Revenues generated through the fee in lieu of program are used to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies.As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In PY 23, the City's continued its use of CDBG and local funds to increase the availability of affordable housing to low- and moderate-income households. The City actively supports the development of LIHTC multi-family properties with local funds and through the donation of City-owned land. As previously mentioned, the Santa Fe Civic Housing Authority was awarded Low-Income Housing Tax Credits (LIHTC), state HOME funds and HTF funds in PY 23 from Housing New Mexico for two housing developments that will increase the number of affordable housing units in the city and provide more housing for families with children.

Also previously mentioned, the City released a Request for Qualifications in PY 23 to support affordable and workforce housing development on a 19-acre plot in Las Estrellas and an invitation to bid (ITB) for a larger number of city-owned tracts in the same area. Submissions for both proposals were received in January, but no awards have been made yet.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children and reports of elevated blood levels are few to none. The state Department of Health identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April

2017. Regardless the Office of Affordable Housing conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law including, notifying owners of lead hazards, assessing the condition and presence of lead-based paint, and implementing remediation measures, if necessary.

The City also helped to address health hazards in other projects. The City assisted with the asbestos study and remediation for the Youthworks Social Justice Kitchen and CDBG funds were also used for asbestos remediation and lead-based paint remediation for the Bella Luz Apartments/Lamplighter Inn Motel conversion.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The housing cost burden in the City of Santa Fe, even for homeowners, is the primary reason CDBG funds continue to be used for rehabilitation, home repair, and other support services that stabilize low- and moderate-income families and help alleviate poverty.

A statewide ballot measure that would have significant impact for Santa Fe is the "High End Excise Tax for Affordable Housing." The measure was passed by voters in the Fall 2023 with more than 70% approval. The measure would add a 3% excise tax for all housing sales over $1 million. The measure was scheduled to be in effective on May 28, 2024, but is being challenged in court and is on hold.

Specific programs that CDBG funds supported in PY 2023 to reduce the number of poverty level of families include the following:

- Provide Emergency home repair/improvement funding to support fourteen low to moderate income homeowners (30 to 80 percent AMI) with home renovations, emergency repairs and energy conservation measures including roof replacement, furnace/HVAC repairs, accessibility improvements, new appliances, and solar water heaters
- Provide wealth building opportunities and preservation of wealth through mortgage reduction loans (6 households received CDBG-funded loans in PY23)

Finally, the City's Community Health and Safety Division launched a "Safe Outdoor Space" pilot program to support ten families experiencing homelessness and the City's Office of Economic Development continues to target resources to programs for families and individuals living in poverty such as job training, life skills and apprenticeship programs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Santa Fe has carried out the first-year priorities in the new 2023-2027 Consolidated Plan by working with several non-profit partners on affordable housing, public services, and permanent housing for the homeless. The City continues to focus on building the capacity of community-based nonprofit service providers. City staff serve as advocates, coordinators, and partners. A strength of this service

delivery model is that a wide array of services is provided with little overlap because of the coordination between City departments, as well as between the City and nonprofit partners. This cooperation ensures that services reach those in most need, including homeless families and individuals and those in danger of becoming homeless – veterans, senior citizens, victims of domestic violence, very low-income renters, at risk youth – and people with special needs and disabilities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's Office of Affordable Housing is a member of the Santa Fe Housing Action Coalition, which brings together public and private housing agencies, as well as social service providers. The Coalition allows for coordination across the sector to align goals, assess impediments to housing, and develop actionable steps to address the housing affordability crisis in Santa Fe.

The City has representatives from both the Office of Affordable Housing, Community Health and Safety Department, and Youth and Family Services Division on the S3 Santa Fe Housing Initiative. S3 is a collaborative effort between local governments and philanthropic organizations including Anchorum St. Vincent, Santa Fe Community Foundation, Thornburg Foundation, City of Santa Fe, Santa Fe County, and the NM Coalition to End Homelessness. S3 seeks to utilize local expertise, build upon existing work, and incorporate the Built for Zero practice methodology for addressing homelessness and inequity.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City’s 2017 Assessment of Fair Housing showed that Hispanic populations experience some of the lowest access to opportunity, particularly in the low poverty, school proficiency and labor market indexes. The indicators in Santa Fe that continue to be of most concern are poverty and school proficiency, both of which indicate low access to opportunity. Lack of access to opportunity is affected by infrequent public transportation services to higher opportunity neighborhoods and destinations outside of core service areas (such as the county social services office), limited hours and days of operation of some routes, lack of holiday service, etc. The City’s 2016 Analysis of Impediments listed several barriers and actions needed to improve access to fair housing information, enhancing resident knowledge of fair housing rights and empowering residents to take action when they perceive a fair housing violation. Prior efforts have included:

- Preparation of outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the state Mobile Home Act. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights “Novella,” both in Spanish and English called “Tino the Tenant”/"Tino el Inquilino", a story about a tenant who shares his own discrimination experiences with a group of acquaintances. Distribution is ongoing throughout the year predominantly in Spanish-speaking and lower income neighborhoods as well as through school

liaisons with the Santa Fe Public Schools and community facilities throughout the city.

- Participation by the Office of Affordable in the Santa Fe Housing Action Coalition, in the promotion and distribution of an informational video on housing rights, and an outreach campaign to educate the public about affordable housing and fair housing issues.

The City intended to conduct an assessment of fair housing in 2024, but staff turnover and other factors have delayed the projected timeframe for the assessment.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Office of Affordable Housing monitors program service providers funded by CDBG to ensure compliance with requirements through site inspections and documentation of organizational structures, with applicability to HUD national objectives and scope of work. Additionally, the Office of Affordable Housing attends technical assistance trainings in monitoring, subrecipient oversight and fair housing throughout the year. The City of Santa Fe utilizes HUD's following guides to ensure compliance:

- Guidebook for Grantee's on Sub-recipient Oversight
- CPD Monitoring Handbook
- Managing CDBG
- Ensuring CDBG Subrecipient Timeliness guidelines
- 24 CFR 570 governing CDBG and 24 CFR 58 governing Environmental Reviews
- Davis Bacon fair wage resources via the Department of Labor

All PY2023 CDBG funded activities are monitored for performance measurement and financial, as well as record keeping oversight. Site visits were held in-person or virtually, depending on the comfort level of the subrecipient. Prior to the visit, the subrecipient completes a self-monitoring checklist, describing accomplishments and procedures for complying with CDBG regulation. Staff members meet with the leadership team of the particular non-profit sub-recipient and review selected files for accuracy based on the guiding regulations and documents. Staff note both deficiencies and accomplishments at the time of monitoring and issue follow up letters which outline corrective actions to be taken to achieve effective, efficient program delivery.

Reporting and Fiscal Management: Staff ensure that all subrecipients keep detailed records to evaluate the effectiveness of the project in meeting the needs of targeted populations and for accomplishments reporting in IDIS. Relevant data include the number of clients served, income and employment (locally and with the City depending on the program), assets breakdown (when appropriate) and Performance Measurement data by project type (Housing, Economic Development, Public Service or Facilities & Improvement), ethnicity and age breakdown.

This information is submitted quarterly by subrecipients. Input into IDIS with reporting data is finalized prior to program closeout and annual reporting in the Program Year CAPER. The reports track completion of the contracted scope of services and track program demand and utilization by demographic category for services provided by the program. The subrecipient's program manager also must submit audits and/or audited financial statements which include a breakdown of the expenditures and revenue (including Program Income if relevant) and a specific description of the charges as defined

in the contract.

Procurement and services provided by the subrecipients as well as the City followed the Fair Housing guidelines to include required community outreach and education for minorities, notifications in Spanish as well as translation, and any additional required and requested services specific to assist persons with disabilities including those with hearing, visual, or physical impairments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The city's CDBG Citizen Participation Plan requires that Santa Fe residents be given adequate time – a minimum of 15 days – to review the City's use of CDBG funds as well as holding a Public Hearing at a regular City Council meeting for public comment. For the public comment opportunity, the Office of Affordable Housing will publish a Legal Notice in Spanish and English on or about December 9, 2024 in the Santa Fe New Mexican, soliciting written public comment (or comments by phone call). The document will be made available from December 9 thru December 27, 2024 virtually at the following website address: https://www.santafenm.gov/hudrequiredreportingandplans. Paper copies will be provided upon request via phone call or email.

The CAPER is made available to the public for review along with other internal committee reviews within the timeline below:

- City Community Development Commission: December 11, 2024
- City Quality of Life Committee: January 8, 2025
- City Finance Committee: January 13, 2025
- Public Hearing, City Council: January 15, 2025

Citizens have three options to participate. They may participate by attending public meetings which are held in person in the Council Chambers at City Hall. They may submit written comments via email or regular mail to the Office of Affordable Housing. They may watch all public meetings and hearings on the City of Santa Fe's YouTube channel and watch past meetings through its archives, links to which are posted prominently on the City's website: https://www.youtube.com/user/cityofsantafe.

All CDBG contracts represented in the CAPER were reviewed and recommended for approval by the Governing Body prior to the start of the program year on July 1, 2023, and provided in meeting packets available on the City's website. The public review period for the Action Plan was also advertised in the Santa Fe New Mexican and the packets made available on the City's website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

This is the first Action Plan year under the City's new Consolidated Plan for 2023-2027. Data from the Housing Needs Assessment section of the updated plan showed that cost burden – paying 30% or more in income in housing costs – is the most prevalent housing problem among city of Santa Fe residents. This data supports the City's efforts on expanding both affordable rental and homeownership opportunities and providing critical housing and supportive services to homeless and underserved populations. Moving forward, the City will continue to seek to support activities that contribute to the affordable housing stock and move persons out of homelessness based on the proven Permanent Supportive Housing (PSH) model. At present, the program objectives and activities funded in the 2023 program year are consistent with those outlined in the Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

In PY23, the city did not fund any housing rehabilitation, construction, and other public construction projects that triggered the Section 3 threshold of $200,000. In prior years, the city reported its Section 3 efforts for the Lamplighter Inn motel conversion, noting that Section 3 workers for CDBG funded lead-based paint remediation work were difficult to find due to state training requirements and tight labor markets.

CITY OF SANTA FE

Date: December 24, 2024

To: Randy Randall, Interim City Manager Randy Randall (Jan 3, 2025 12:32 MST)

Via: Paul Joye, Chief of Police Paul Joye (Dec 24, 2024 10:56 MST)

From: **Ben Valdez, Deputy Chief of Police** B. Valdez, DC (Dec 24, 2024 08:39 MST)

Subject: **Allocation 22-ZG1016-48 (Year 3)**

Vendor Name: **Department of Finance Authority**

Vendor Number: **3125**

ITEM AND ISSUE:
Request for Approval of the Certification for Allocation 22-ZG1016-48 with the Department of Finance Authority for recruitment and retention stipends for law enforcement officers at the Santa Fe Police Department in the Amount of $56,250 for Fiscal Year 2025. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $56,250 from NM Department of Finance & Administration to the Police Incentives Funds

Action Requested: Approval of Allocation Agreement

BACKGROUND AND SUMMARY:
The City of Santa Fe submitted a request for a disbursement of funds from the Department of Finance and Administration (DFA). DFA was directed by House Bill 68 to establish a program to distribute funds for local law enforcement agencies to provide recruitment and retention stipends to law enforcement officers. The program established by DFA has established criteria for the use of funds and reporting of expenses. These funds are to be used with a priority on recruitment and retention of personnel to increase investigative capacity.

Personnel eligible to receive a distribution include:

A. Persons who are not certified as a law enforcement officer upon employment by a law enforcement agency, provided they successfully obtain their certification as required pursuant to the Law Enforcement Training Act.
B. A certified law enforcement officer upon employment with a law enforcement agency, provided they remain with the department for (3) months.
C. A certified law enforcement officer currently employed by a law enforcement agency, provided they remain employed with the department for one additional year.

This appropriation is distributed over 3 years, for a total allocation of $281,250.00 to Santa Fe Police Department. For year 1, 100% of the allocation up to $112,500 was disbursed for recruitment and retention stipends. The intent of the Department for Year 1 is to issue a retention stipend to all certified law enforcement officers with Santa Fe Police Department who agree to remain with the agency for 1 additional year. Any allocation to members of the Santa Fe Police Officers Association will require negotiations to be opened for the current year contract to determine the disbursement amount of the funds.
For Year 2 the Department was able to utilize up to 50% up to $112,500 for recruitment and retention.
For Year 3 the Department will be able to utilize 25% up to $56,250 for recruitment and retention.

The certification has a requirement on reporting on the use of the funds to DFA on form "Exhibit A" which is attached to this packet. Any funds not disbursed during this fiscal year will need to be reverted back to DFA.

PROCUREMENT METHOD:
N/A
Chief Procurement Officer Approval: N/A **Date:**
Comment/Exceptions:
Supporting Information:

CONTRACT NUMBER: N/A
FUNDING SOURCE/REVENUE: ☐**Expense** | ☒**Revenue**
The funding source is:
Fund Name/Number Law Enforcement/ Fund 223
Munis Org Name/Number: Police Grants/ 2230315
Munis Object Name/Number: Police Incentives/ 502200

Budget Officer Approval: ALEXIS LOTERO (Dec 30, 2024 16:27 MST) **Date:** Dec 30, 2024
Comment/Exceptions:

Grant ☒**Yes** | ☐ **No**
Grant #: *S2324 (Year 3)*
Grant Manager/Accounting Officer Approval: Matthew Bonifer Matthew Bonifer (Dec 30, 2024 08:00 MST) **Date:** Dec 30, 2024
Comment/Exceptions:

Project ☒**Yes** | ☐ **No**
Project Ledger #: *POL2422304*

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☐**Yes** | ☒ **No**
Asset # (if known):

Repair or Replacement of Existing Equipment:
☐**Yes** | ☒ **No**
Please explain: N/A
Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes** | ☒ **No**

Anticipated length of project: N/A
Asset Manager Approval: N/A **Date:**
Comment/Exceptions:

Was this service deemed construction: ☐ Yes | ☒ No
Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**
Approval: N/A **Title:** **Date**:
Approval: **Title:** **Date**:
Comment & Exceptions:

Department Contract Administrator Contact Info: AnnaMarie Bowen, x5122, acbowen@santafenm.gov

ATTACHMENTS:
Allocation Disbursement
BAR
Project Ledger Form

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Santa Fe

APPROPRIATION NUMBER:	TOTAL ALLOCATION AMOUNT:	REVERSION DATE:
22-ZG1016-48-3	**$281,250.00**	**June 30, 2025**

ALLOCATION PURPOSE

Two hundred eighty-one thousand two hundred fifty dollars and zero cents over three years to be utilized for recruitment and retention stipends.

ALLOCATION DISBURSEMENT

The remaining allocation amount, after receiving the first-year allocation in fiscal year 2023 and second-year allocation in fiscal year 2024, will be disbursed as follows. The third-year allocated funds will be disbursed up to $56,250 in fiscal year 2025. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body.

Funds for the third disbursement must be expended by June 30, 2025. Any amount not expended in each of the remaining year will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Report, providing updates on expenditures for recruitment and retentions stipends.

CERTIFICATION

I hereby certify that **City of Santa Fe**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Paul Joe (Dec 23, 2024 16:00 MST)

Local Law Enforcement Agency — Date: Dec 23, 2024

Authorized Local Governing Body Authority — Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for the third-year disbursement for appropriation number 22-ZG1016-48-3 in the amount of $56,250.00.

Local Government Director — Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Dec 19, 2024 13:26 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Police Department	12/16/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Police Incentives	2230315	502200	POL2422304	$ 56,250.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Department of Finance & Administration	2230315	490210	POL2422304	$ (56,250.00)	
				$ -	$ -

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

State Allocation 22-ZG1016-48 for Recruitment & Retention stipends. To records Year 3 distribution.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

AnnaMarie Bowen — 12/16/2024
Prepared By *{print name}* — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ALEXIS LOTERO (Dec 30, 2024 16:27 MST) — Dec 30, 2024
Budget Officer — Date

Division Director Signature *{optional}* — Date

Finance Director *{≤ $5,000}* — Date

Dec 23, 2024
Department Director Signature — Date

Randy Randall (Jan 3, 2025 12:32 MST) — Jan 3, 2025
City Manager *{≤ $60,000}* — Date

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

STATE OF NEW MEXICO
Law Enforcement Recruitment & Retention Stipend Fund
Quarterly Report Form Exhibit A
https://forms.office.com/g/jquEL1jztQ

Quarter Number:			
Allocation Recipient:		**Date:**	
Appropriation Number:	22-ZG1016-??-3	**Filled out by:**	

Detail Expenditure of Eligible Activities per Statue NMSA 1978, § 9-6-5.3 Recruitment and/or Retention Stipends: (Provide name, dates, position & Salaries of the individuals hired/retained)	**Retention** If retention, add #1 for each officer:	**Total Stipend Amount Retention:**	**Recruitment** If it's a new hire, add #1 for each officer:	**Total Stipend Amount Recruitment:**	**Salary/Fringe Benefit Amount:**
Total Amount of Appropriation	0	$ -	0	$ -	$ -
Totals	0	$ -	0	$ -	$ -

Narrative: (Provide a description of next steps to fill any remaining vacant positions or create new positions.)

Recruitment and retention stipends may be distributed to:

A. a person who is not certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient successfully obtains such certification;

B. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient remains employed with that agency for three months; and

C. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act currently employed by a law enforcement agency; provided that the law enforcement officer remains employed with that law enforcement officer's current agency for one additional year.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/16/2024

Project Title: Recruitment & Retention Stipends Allocation 22-ZG1016-48 (Year 3)

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: POL2422304
Grant ID: S2324
Approved By: BSG12.16.24/ Erika Lujan
(Finance Use Only)

Department: Police Project Manager: Deputy Chief Ben Valdez Ext: 5040

Project Date Range: upon signature to 06/30/2025 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Department of Finance & Administration % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490210 Awarded Amount: $56,250

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Incentives/Stipends MUNIS ORG: 2230315 MUNIS OBJ: 502200

Grants Only (list all grants if applicable):

Grantor Name: NM CAP APPR. 22-ZG1016-48/HB68 Awarded Amount: $281,250.00

AR Charge Code: 2230315.490210 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

Signature: Erika Lujan
Erika Lujan (Dec 18, 2024 08:52 MST)

Email: evlujan@santafenm.gov

DFA 22-ZG1016-48 (year 3) updated memo

Final Audit Report 2025-01-03

Created:	2024-12-24
By:	TARA RICO (trrico@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvZ_kurCfSmHNxE-vh4yQxj09lBsClUCr

"DFA 22-ZG1016-48 (year 3) updated memo" History

Document created by TARA RICO (trrico@santafenm.gov)
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Signer bpvaldez@santafenm.gov entered name at signing as B. Valdez, DC
2024-12-24 - 3:39:36 PM GMT- IP address: 63.232.20.2

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Signer mtbonifer@santafenm.gov entered name at signing as Matthew Bonifer
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TARA RICO (trrico@santafenm.gov) added alternate signer ALEXIS LOTERO (aclotero@santafenm.gov). The original signer ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) can still sign.
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Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2025-01-03 - 7:32:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-01-03 - 7:32:00 PM GMT

CITY OF SANTA FE

Date: Decement 19, 2024

To: Travis Dutton- Leyda, Chief Procurement Officer

From: **Johanna Nelson, Office of Economic Development Director**
Chelsey Johnson, Arts and Culture Department Director CJ

Subject: **Ammendment to the Contract with Global Center for Cultural Entrepreneurship DBA Creative Startups related to supporting the Creative Industries**

Vendor Name: **Global Center for Cultural Entrepreneurship DBA Creative Startups**

Vendor Number: **8048**

ITEM AND ISSUE:

The City's Office of Economic Development (OED) and Arts and Culture Department (ACD) issued a Request for Quotes (RFQ) to provide services aimed at supporting and growing Santa Fe's creative industries. The RFQ was posted on the MUNIS platform and advertised to over 10,000 recipients over a four-week period. The RFQ number was 24062 One proposal was submitted by the Global Center for Cultural Entrepreneurship, doing business as Creative Startups. The proposal was received from their Executive Director, Alice Loy (505-263-5180, alice@creativestartups.org). The contract was not executed within the performance period outlined in the State's agreement. The OED and OAH request to amend the performance period as allowed by the State Economic Development Department (EDD).

Action Requested: Sign and Approve Amendment to the Contract

BACKGROUND AND SUMMARY:

The Office of Economic Development (OED) has received a $100,000 grant from the New Mexico Economic Development Department to advance and support the Creative Industries. A dedicated contractor will collaborate with the OED and the Arts and Culture Department to implement programs that assist organizations providing technical support to entrepreneurs and business owners within the Creative Industries.

Targeting the Creative Industries as a key sector for economic growth, the OED and the Arts and Culture Department aim to stimulate regional development through this initiative. The programs funded by this grant will empower businesses in the Creative Industries by offering essential resources and expertise, fostering innovation, and enhancing their capacity to contribute to the local economy

PROCUREMENT METHOD:

The procurement method is RFQ, which was opened on May 10, 2024 and closed June 21, 2024. A single proposal was received. RFQ No. 24062

Chief Procurement Officer Approval: N/A (Dec 23, 2024 10:06 MST) **Date:** Dec 23, 2024

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX (pending)
The FY25 Project ledger number is **ECD2421202**

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is:
Fund Name/Number: Economic Development/Fund 212
Munis Org Name/Number: 2122800/510400
Munis Object Name/Number: Grants and Services/510400

STATE OF NEW MEXICO

(ECONOMIC DEVELOPMENT DEPARTMENT)
INTERGOVERNMENTAL SERVICES AGREEMENT
AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into by and between the State of New Mexico,
ECONOMIC DEVELOPMENT DEPARTMENT "EDD", and the **CITY OF SANTA FE.**

IT IS AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE AGREEMENT ARE AMENDED AS FOLLOWS:

1. CITY OF SANTA FE Scope of Work.

The EDD shall provide this funding to CITY OF SANTA FE for the purpose of creating or assisting its client contractor in creating a **Creative Industries Division related project that seeks to achieve and improve one or more of the following measures: 1) Increasing and advancing creative industry based economic development in New Mexico, 2) Supporting entrepreneurs and small businesses in creative industries, 3) Assisting organizations that support creative industry companies and workers, 4) Supporting educational and workforce training initiatives that facilitate creative industry growth and success, 5) Identifying and helping establish public infrastructure to support creative industries, 6) Serving as an information clearinghouse by providing resources and opportunities to creative industry stakeholders, or 7) Acting as a liaison between creative industries-related businesses and organizations** in the CITY OF SANTA FE and surrounding stakeholder community.

Deliverables. CITY OF SANTA FE will create or subcontract to provide the following by **June 30, 2025**:

- Create programming to develop and organize the creative industries ecosystem and address existing challenges and gaps.
- Convene and organize industry stakeholders while assisting the public to navigate and connect with resources required to start or grow a businesses within the creative industries.

- Establishing a community navigator program to align service organizations within the creative industries ecosystem in a working group or coalition.
- Solicit a proposal from an organization that will act as a "Creative Industries Navigator Hub" to lead and convene the working group of organizations and stakeholders within the creative industries that support key sectors of the ecosystem including: Entrepreneurial technical assistance and resources, Financing, Industry specific workforce and education, Nonprofit support, Infrastructure, Diversity, cultural awareness
- Convene the monthly working group to promote awareness of resources and activities and increase communication amongst the network.
- Through the working group document and organize respective projects to identify priorities and solicit funding.
- Compile respective tools, services and trainings to increase awareness and navigation in a user friendly format through the Creative Industries Navigator Hub which will be responsible for compiling and soliciting data and information from respective partners.
- To the best of the City of Santa Fe's Office Economic Developments ability, map key creative industry assets and infrastructure.
- Organize regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning and connection to resources.

1. Provide a report at the close of contract that provides the following aspects:
    a. A two paragraph summary of the outcomes of the project to date
    b. Any anticipated job creation if applicable
    c. Community, stakeholder and industry participation
    d. Any overall economic contributions
    e. Three to four photos of the project, and other media if applicable such as a link to a video.
    f. An explanation, or result of each deliverable laid out in the scope including any relevant data such as number of participants, and identify the creative industries that were focused on as defined by the division as part of the project.
2. Utilize "**EXHIBIT B**" attached hereto and incorporated herein by reference, to complete

item 1. A-F as stated above.

All other articles of the Agreement remain the same.

IN **WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.**

By: _____ Date: _____
CITY OF SANTA FE
Alan Webber
Mayor

By: _____ Date: _____
EDD Secretary or Designee

By: _____ Date: _____
EDD's Legal Counsel - Certifying Legal Sufficient

Attest:

_____ Date: _____
Andréa Salazar, City Clerk

Certifying Legal Sufficiency By:

Patricia Feghali
Patricia Feghali (Dec 9, 2024 15:55 MST)

Date: Dec 9, 2024
Patricia Feghali, Assistant City Attorney

Approved for Finances By:

Emily K. Oster

Date: Dec 24, 2024
Emily Oster, City of Santa Fe, Finance Director

EXHIBIT A FINANCIAL INFORMATION SHEET

Proposed Budget:

Creative Industries Navigator Hub	$59,000
Marketing/promotion material	$20,000
Event services and costs	$20,000
Contingency	$1,000
Total	$100,000

TOTAL ALLOWABLE BUDGET AMOUNT $100,000.00

Note: The Contractor has flexibility to re-categorize the resources provided to accomplish the prescribed scope of work as needed.

Funding Source:

Fund	18900
Dept.	ZH5079
Bud Ref.	92324
Class	H5079

EXHIBIT B

Page 1 of 2 - Page 1 - Background Information

Page 2 of 2 - Page 2 - Contact Info & Application Questions

Community and Project Contact Information

Name of Community or Local Government
City of Santa Fe
Name of Project
Creative Industries Navigator Program
First & Last Name of Primary Point of Contact Person for Project/Program
Johanna Nelson
Title
Director
Email
jcnelson@santafenm.gov
Phone Number
5056997003

Application Questions

1. Pease select which of the following Creative Industries Division objectives/duties the proposed projects or programs will support if selected (select all that apply)
Increasing and advancing creative industry based economic development in New Mexico.,Supporting entrepreneurs and small businesses in creative industries.,Assisting organizations that support creative industry companies and workers.,Supporting educational and workforce training initiatives that facilitate creative industry growth and success.,Identifying and helping establish public infrastructure to support creative industries.,Serving as an information clearinghouse by providing resources and opportunities to creative industry stakeholders.,Acting as a liaison between creative industries-related businesses and organizations.
2. Please provide a detailed description of the proposed project or program and how funding provided will be used to support it. Please include a program/project budget and timeline for completion:
Santa Fe's Office of Economic Development (OED), along with the City's Arts and Culture Division recognize entrepreneurs and support organizations within the creative industries face specific challenges for entry and growth including:
• Awareness of entrepreneurial resources including financing and technical assistance
• Limited coordination and communication amongst service providers and organizations
• Lack of industry convenings that provide opportunities to network and learn from peers
• Siloed placemaking efforts throughout the city
• Social inequities and demonstrative career pathways within the creative industries

The OED proposes to create programming to develop and organize the creative industries ecosystem and address existing challenges and gaps. The program will convene and organize industry stakeholders while assisting the public to navigate and connect with resources required to start or grow a businesses within the creative industries. The program would last one year from funding and/or end June 30, 2024 pending EDD's requirements. It is the intention of OED that with the program would be sustainable after the grant term.

The program would consist of::

• Establishing a community navigator program to align service organizations within the creative industries ecosystem in a working group or coalition.
• The OED will solicit a proposal from an organization that will act as a “Creative Industries Navigator Hub” to lead and convene the working group of organizations and stakeholders within the creative industries that support key sectors of the ecosystem including:
• Entrepreneurial technical assistance and resources
• Financing
• Industry specific
• Workforce and education
• Nonprofit support
• Infrastructure
• Diversity, cultural awareness

• The working group will convene monthly to promote awareness of resources and activities and increase communication amongst the network.
• The working group will document and organize respective projects to identify priorities and solicit funding.
• Respective tools, services and trainings will be compiled to increase awareness and navigation in a user friendly format. OED would expect key creative industry assets and infrastructure would be mapped.
• The Creative Industries Navigator Hub will be responsible for compiling and soliciting data and information from respective partners.
• The Creative Industries Navigator Hub along with the working group would be responsible to organize regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning and connection to resources. Special emphasis is put onto placemaking and supporting marginalized populations.

Key areas are:
-Southside/Airport
o Siler Rufina
o Midtown
o Downtown

• OED would expect that City assets related to the creative industries including Warehouse 21 and the City of Santa Fe Community Art Gallery.
• OED would expect the Creative Industries Navigator Hub to build upon and leverage its work via the American Rescue Plan Act (ARPA) focused on developing the overall entrepreneurial ecosystem and workforce.

The proposed budget is $59,500 to the Creative Industries Navigator Hub to manage the program, convene stakeholders and host the events; $20,000 would be utilized for marketing and promotional materials including Spanish translation and t $20,000 would be spent to support event costs.

3. How will the project/program benefit the State of New Mexico and local creative industry stakeholders and entrepreneurs?

The proposed initiatives will benefit the State of New Mexico and the City’s local creative industry stakeholders and entrepreneurs by tackling key challenges integral to industry development that exist within the ecosystem. OED recognizes the important cultural ties New Mexico and Santa Fe have with the creative industries. The Office aspires to create a model that the entire state could implement while aligning with guidance laid out in EDD’s strategic plan for economic development and the Creative Industries Division. The following are benefits which would be generated through the proposed programing:

Industry service organizations and stakeholders-
• Increased collaboration and communication amongst service providers
• Increased learning and awareness of respective resources and programming amongst organizations
• Identify top priority projects to increase successful financing
• Foster asset sharing (i.e., community theatre spaces or art galleries)
• Limit duplicity of efforts

Entrepreneurs and Aspiring Entrepreneurs-
• Identify opportunities for economic mobility especially amongst unhoused, immigrant and marginalized demographics
• Increased awareness of resources for growing or starting a creative industries business by gaining access to financing and

technical assistance
• Defined placemaking efforts to support stakeholder in neighborhoods
• Limit confusion on where to find help and resources to start or grow a business
• Increased amount of support grow or start a business
• Ability to network and create connections within the creative industries and learn from peers

Workforce-
• Develop partnerships with educational organizations to provide career pathways
• Identify internship, training and mentor programs
• Align industry needs with training and workforce programs
• Compiled and organized workforce, education and training opportunities
City and State, overall:
• Develop sense of pride in placemaking efforts
• Connect to, promote and preserve cultural histories through the creative industries
• Address socio-economic gaps by creating economic opportunities

Building up the creative industries ecosystem facilitates collaboration and connections within the field which strengthens and enhances the quality of life for the families and residents of Santa Fe. Overall local benefits would include but not be limited to:
• Increase in number of business starts
• Increase in job creation and job retention
• Increase in sales
• Increase in local gross receipts taxes

4. If applicable, who are the local partners the local government plans to work with to implement your proposed project or program?

Stakeholders include but are not limited to the following-

Government and Public:
• Arts and Culture Division
o Arts and Culture Commission
• OED
o Economic Development Advisory Committee
o Quality of Life Commission
• COSF Divisions and Departments
o Family Youth and Services
o Community Services
o Tourism
o Affordable Housing
• Santa Fe County
• EDD
• LANL Foundation
• LANL Community Partnerships
• SF Public School
• Santa Fe Community College
• St. Johns College
• Santa Fe Indian School
• New Mexico School for the Deaf
• Northern Workforce Board
• State of New Mexico Arts and Culture Department
• Northern New Mexico Economic Development District

Local Community orgs:
• Artsmart
• NM School for the Arts
• Vital Spaces
• Innovate Educate

• Make Santa Fe
• New Collar
• Chainbreaker
• Earth Care
• Chambers of Commerce:
o Santa Fe
o Green
o Hispanic
o Native American
o Black
o Asian and Pacific Islander
• Teatro Para Aguas
• College and Career Plaza
• Youthworks
• Creative Start-ups
• Creative Santa Fe
• Santa Fe Opera
• The Lensic
-Somos Unidos

Entrepreneurial Support:
• SBDC
• SCORE
• WESST
• Local credit unions and financial institutions
• CDFIs
• Regional Development Corporation
• Center for Responsible Entrepreneurship

5. If applicable, how will the program/project provide services to support workers, entrepreneurs, and/or artists in the creative industry?

OED's initiative would streamline support and services within the creative industries of Santa Fe from a variety of stakeholders to meet many needs of the public. The Creative Industries Navigator Hub will be responsible for convening 2 types of groups (service providers and the public) with the intent to collaborate and increase pathways to resources and services.

Entrepreneurs and aspiring entrepreneurs, industry leaders, workers, and artists would receive the following services:
a. Ability to connect with the Creative Industries Working Group and experience a "one stop shop" to connect to multiple organizations and resources based on need including technical assistance and financing. They would connect to the working group through in-person convenings, online trainings, online information or through their trusted community organization.
b. Resources specific to the creative industries will be mapped on the City Of Santa Fe's Entrepreneurial Ecosystem which is a work in progress with regional partners (https://view.ceros.com/los-alamos-national-laboratory/ecosystem/p/1). If OED is awarded funding, a carve out on the site to focus on the creative industries will be developed. Entrepreneurs and artists will be able to navigate resources online specific to the creative industries.
c. Connection and learning through networking events with peers and resource providers will occur at place-centric locations throughout the city. Entrepreneurs will be able to connect directly in person and in their neighborhood.
d. Diversity and inclusive support focused on socially and economically disadvantaged groups will be provided including making sure all information is translatable in Spanish. Focus will be on but not limited to women, BIPOC communities, and immigrants.
e. Access to workforce training and career opportunities including a compiled list of relevant job opportunities, internships and mentorships
f. Training and education around basic business operations including:
i. Marketing
ii. Finances and accounting
iii. Design
iv. Legal assistance
v. Online sales
g. Map of public assets available for the creative industries

h. Understanding of how and when to utilize the City's creative industry assets including:
i. City of Santa Fe Community Art Gallery
ii. Warehouse 21.
An example of the process would be an artist wanting to start a business selling their artwork.
1. They relay the desire on to a respected community group in their neighborhood (example Earth Care).
2. Earth Care is a member of the Creative Industries working group.
3. They connect the artist to the SBDC to learn about business formations and financing.
4. They also point them in the direction of the business resource map online to understand where to go for a variety of business resources and technical assistance.
5. They relay a number of trainings tailored to the creative industries hosted by members of the working group (example WESST's webinar on How to Sell Your Products Online).
6. The artist is invited to a convening in their neighborhood to meet other artists and support orgs.
7. The artist is supported and creates a business to sell their artwork.

6. If applicable, how will the program facilitate collaboration and network in your local creative industries?

OED's proposal is about facilitating connections to create collaboration within the creative industries. The Office recognizes it needs a Hub at the center of the effort to convene the:
1. Business service providers and stakeholders
2. Public made up of entrepreneurs, aspiring entrepreneurs, workers, artists, etc.
The community navigator hub will convene the working group at least once a month. Respective activities, resources, trainings would be discussed and compiled. The group will coordinate roles and responsibilities. Resources and programming will also be mapped into marketing material and uploaded to a special section on the Santa Fe Entrepreneurial Ecosystem which is a regional hub for business resources.

The Creative Industries Navigator Hub will be responsible for providing at least 4 events a year in key neighborhoods in Santa Fe to connect entrepreneurs in the creative industries to resources and support placemaking efforts. Additionally, the organizations' respective needs would be compiled and mapped in order to prioritize critical gaps and significant projects within the industries.

The Creative Industries Navigator Hub will compile a pipeline of information including what businesses and projects are connecting with the group and receiving services. This information will be available to the working group so there is an increase in collaboration to help the business owners and artist.

7. If applicable, describe the workshops, seminars, and training that will be offered to support the skills development of individuals and small enterprises in the creative industries?

OED will look to the Creative Industries Navigator Hub and the working group to identify the most important training to address needs within the creative industries.
Trainings will be provided by the working group members including but not limited to SBDC, SCORE, WESST, Arrowhead, RDC, NMFA, NMCRE, OED, SFCC, etc. Trainings will include programs tailored to need and many will be in Spanish.
Examples include and are not limited to:
• How to sell your products online
• How to register your business
• How to do business in the City (licensing permitting, etc.)
• How to use the Community Art Gallery (and art photographing equipment)
• Career pathways in the Creative Industries
• Information on the City's Arts and Cultural grants
• Financing
Seminars and events will include:
• Monthly convening of working group
• Quarterly networking events focused in different parts of the city, open to the public with the intent to provide connections to resources
• Creative industry specific training programs (performing arts studio, art gallery, online art store)
• Convenings with industry leaders and service providers

8. How will the activities and success of the proposed project/program be measured and tracked if funding is provided?

OED is in the process implementing an online platform called Sourcelink which is an approved SBA Customer Relationship Manager and ecosystem development platform. Success will be measured and reported in several ways.
The Creative Industries Navigator Hub will be responsible for compiling the metrics from the working group as well as from the respective events.

Basic metrics:
• # of businesses participating
• #of employees
• Revenue generated
• Increase in sales (after technical assistance)
• #of participants programming
• # of business starts
• # of trainings
• # of registrants
Additionally areas of focus and potential areas of solicited feedback:
• How many connections were made because of the program
• Areas of improvement
• Additional money raised and leveraged for the program
• # of participants
• # of translated material
• # of events in economically distressed areas
The OED will be eager to submit quarterly and regular updates on the progress of the programming for EDD. As well, the OED proposes to work with the Santa Fe Data Platform to provide a public report card on the creative industries metrics and data. The organization is able to utilize Placer.ai, GIS, and geofencing among other tools to understand insightful data.

9. If applicable, please share with us how your program will address needs for underserved communities in creative industries. *Underserved community means "populations who face barriers in accessing and using business services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by U.S. Code."

• Preference will be on serving socially and economically disadvantaged individuals. Working group members will be invited based on their service areas and clientele. OED is looking for organizations who serve underrepresented populations and groups with focus on indigenous, immigrants and refugee populations
• The program is focused on economic mobility by creating pathways to prosperity within the creative industries.
• OED will provide translation material of all marketing and program material in Spanish. OED has staff that is bilingual in Spanish and English.
• OED has an expectation that the Creative Industries Navigator Hub will focus on collaborating with and inviting organizations that serve marginalized populations.
• Hosting events in key areas of the city will provide opportunity to connect directly with residents in areas that have economic challenges.

CITY OF SANTA FE

Date: September 10, 2024

To: John Blair, City Manager

Via: Randy Randall, Community Development Department Director Randy Randall (Oct 1, 2024 10:43 MDT)

From: **Johanna Nelson, Office of Economic Development Director**
Chelsey Johnson, Arts and Culture Department Director

Subject: **Contract with Global Center for Cultural Entrepreneurship DBA Creative Startups related to supporting the Creative Industries**

Vendor Name: **Global Center for Cultural Entrepreneurship DBA Creative Startups**

Vendor Number: **8048**

ITEM AND ISSUE:
The Office of Economic Development and The Arts and Culture Department respectfully request your review and approval of the Creative Industries Hub Contract in support of growing and cultivating the Creative Industries.

Request for the Approval of a professional services contract in the total amount of $60,000 for programming and developmental support with Global Center for Cultural Entrepreneurship DBA Creative Startups via their Executive Director, Alice Loy (505)263-5180, alice@creativestartups.org.

The Contract is attached.

Action Requested: Sign and Approve Contract

BACKGROUND AND SUMMARY:
The Office of Economic Development (OED) has received a $100,000 grant from the New Mexico Economic Development Department to advance and support the Creative Industries. A dedicated contractor will collaborate with the OED and the Arts and Culture Department to implement programs that assist organizations providing technical support to entrepreneurs and business owners within the Creative Industries.

Targeting the Creative Industries as a key sector for economic growth, the OED and the Arts and Culture Department aim to stimulate regional development through this initiative. The programs funded by this grant will empower businesses in the Creative Industries by offering essential resources and expertise, fostering innovation, and enhancing their capacity to contribute to the local economy

PROCUREMENT METHOD:
The procurement method is RFQ, which was opened on May 10, 2024 and closed June 21, 2024. A single proposal was received. RFQ No. 24062

Chief Procurement Officer Approval: _____ **Date:** Oct 1, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-125, Small Purchase

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX (pending)
The FY25 Project ledger number is **ECD2421202**

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Fund 212: Economic Development
Munis Org Name/Number: 2122800/510400
Munis Object Name/Number: Grants and Services/510400

State of New Mexico grant award number: 23-0707 _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: **ECD2421202**

Budget Officer Approval: Andy Hopkins **Date:** Oct 1, 2024
Comment/Exceptions: _____

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

☐Yes | NoX

Repair or Replacement of Existing Equipment:

☐Yes | ☐ No X
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

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

Project Ledger #: _____

Anticipated length of project: _____

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

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

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

Department Contract Administrator Contact Info:

ATTACHMENTS:

Keep only those that pertain and delete the rest (including this message)
Vendor's Quote
Certificate of Liability Insurance
Professional/General Services Contract
Horizons declination

Item #: _____
Munis Contract #: _____
RFQ #24062

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Global Center for Cultural Entrepreneurship DBA Creative Startups**, 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 CPO has determined that is contract qualifies as a "small purchase" under the procurement code, NMSA 1978, section 13-1-125.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

Act as a program manager and be a hub to establish a communications and business resource network that includes organizations supporting the Creative Industries that provide the following services (and not limited to) to entrepreneurs and aspiring entrepreneurs:

- Entrepreneurial technical assistance and business resources
- Financing (public and commercial)
- Industry sector specific support
- Workforce and education
- Nonprofit support
- Diversity and cultural awareness

A. **Contractor roles and expected outcomes:**

- Convene working group, either online, in person, or hybrid, monthly to promote awareness of resources and activities and increase communication among the industry and practitioners.
    - Navigator Hub helps to organize and create a communication network to increase communication and information sharing within the group.
- Document and organize respective projects to identify priorities and solicit funding for those projects. This would be a local pipeline of projects to support and grow the creative industry locally.

- Respective tools, services and trainings will be compiled to increase awareness and navigation in a user-friendly format and printed collateral pieces.
    - Financial resources
    - Infrastructure important to the creative industries (performance halls, studios, manufacturing capacity, etc.)
    - Workforce resources
    - Technical assistance
- Creative Startups will be responsible for compiling and soliciting data and information from respective partners.
- Creative Startups is responsible to organize and manage regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning and connection to resources. Special emphasis is put on placemaking and supporting marginalized populations. Key geographic areas are:
    - Southside/Airport
    - Siler Rufina
    - Midtown
    - Downtown
- Inclusive, culturally aware support focused on socially and economically disadvantaged groups will be provided, including making sure all information is translatable in Spanish. Focus will be on but not limited to women, BIPOC communities, and immigrants.
- Access to workforce training and career opportunities, including a compiled list of relevant job opportunities, internships and mentorships

B. **Events**

Contractor is expected to work with Office of Economic Development (OED) to help organize several events and convenings.

1. Monthly convening of working group
2. Quarterly creative industry networking events focused in different parts of the city, open to the public with the intent to provide connections to resources
3. Creative industry specific training programs
4. Convenings with industry leaders and service providers

C. **Data and Reporting**

The OED is responsible to submit quarterly and regular updates on the progress of the programming for Economic Development Department (EDD)—compiled with the help of the contractor. The Creative Industries Navigator Hub will be responsible for compiling and soliciting metrics, data and information from the respective partners.

2. <u>Standard of Performance; Licenses</u>

A. The Contractor does hereby accept its designation as a professional service, rendering services related to supporting and organizing the City's creative industries ecosystem in creating a Creative Industries Hub for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed not to exceed sixty thousand dollars ($60,000.00), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling 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 sixty thousand dollars ($60,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

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

4. Term

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

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this

Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFQ #24062** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

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

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Johanna Nelson, Director, Office of Economic Development, 123 E. Marcy, Suite 205, Santa Fe, NM 8755

To the Contractor: Alice Loy, CEO, Global Center for Cultural Entrepreneurship DBA Creative Startups, 441 Greg Ave, Santa Fe, NM 87501

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

John Blair
John Blair (Oct 1, 2024 13:51 MDT)

JOHN BLAIR, CITY MANAGER

CONTRACTOR:
Global Center for Cultural Entrepreneurship
DBA Creative Startups

Alice Hopkins-Loy (Aug 23, 2024 22:16 PDT)

ALICE LOY, CEO

DATE: Aug 23, 2024
CRS#: **03162695005**

Registration #: 8048

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Aug 26, 2024 08:01 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Professional_Services_Contract_Creative Startups-Final CAO

Final Audit Report 2024-08-26

Created:	2024-08-21
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATE8MPMIcomPK8-N8FumPEtlyObyW0_r-

"Professional_Services_Contract_Creative Startups-Final CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-08-21 - 9:34:31 PM GMT- IP address: 63.232.20.2

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2024-08-21 - 9:35:13 PM GMT

Email viewed by alice@creativestartups.org
2024-08-24 - 5:09:39 AM GMT- IP address: 66.249.84.64

Signer alice@creativestartups.org entered name at signing as Alice Hopkins-Loy
2024-08-24 - 5:16:16 AM GMT- IP address: 166.198.34.109

Document e-signed by Alice Hopkins-Loy (alice@creativestartups.org)
Signature Date: 2024-08-24 - 5:16:18 AM GMT - Time Source: server- IP address: 166.198.34.109

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2024-08-24 - 5:16:20 AM GMT

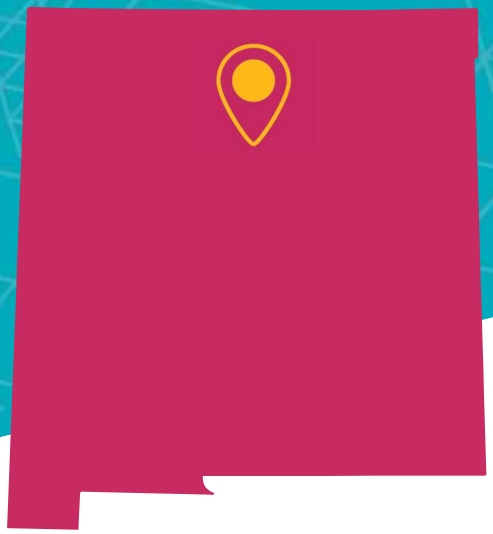
Email viewed by pfeghali@santafenm.gov
2024-08-26 - 1:47:42 PM GMT- IP address: 104.47.65.254

Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali
2024-08-26 - 2:01:15 PM GMT- IP address: 98.60.104.228

Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2024-08-26 - 2:01:17 PM GMT - Time Source: server- IP address: 98.60.104.228

Agreement completed.
2024-08-26 - 2:01:17 PM GMT

Powered by Adobe Acrobat Sign



Santa Fe
Creative Industries Hub

RESPONSE TO CITY OF SANTA FE RFP NO. 24062
May 29, 2024

SUBMITTED BY
Global Center for Cultural Entrepreneurship
DBA Creative Startups
441 Greg Ave
Santa Fe, NM 87501
(505)263-5180
alice@creativestartups.org

creative startups®

Project Purpose

To support the City of Santa Fe's vision to support and organize the city's creative industries ecosystem, and to address the gaps and challenges creative entrepreneurs and business owners face as they endeavor to grow their businesses, we propose piloting a Creative Industries Hub (The Hub). To create The Hub, we propose the following Activity Pillars:

1.) Identify and publish easily navigable information connecting creative business owners, artists, and arts organizations to essential resources;

2.) Launch a Working Group of business support and creative economy resources, meeting monthly and working in coordination to address gaps in resource ecosystem;

3.) Engage creative and arts entrepreneurs and business owners with resource providers;

4.) Develop linkages between arts and culture, and economic development funders seeking to support relevant projects.

5.) Provide hands-on technical assistance to diverse creative entrepreneurs in Mid-town, downtown, and Southside locations.

Pillars and Deliverables

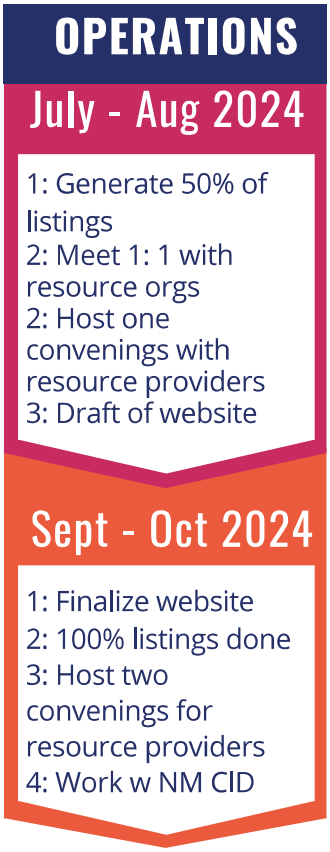
ACTIVITY PILLAR 1: Identify and publish easily navigable information connecting creative business owners, artists, and arts organizations to essential resources. Tasks will include primary and secondary research, event hosting, workbook creation, and building a website with downloadables, events in a calendar, and an embedded map.

Deliverable: Easily navigable website hosting the below:

1.) Listing of 80+ **local** Creative Industries Resources and Assets:
- ~ 10+ business and entrepreneurship support organizations
- ~ 20+ theatre, performance, and gallery spaces
- ~ 20+ community organizations supporting arts
- ~ 10+ technical skill advancement resource organizations
- ~ 5+ workforce development support organizations
- ~ 5+ diversity in the arts organizations
- ~ 5+ organizations funding arts and creative organizations
- ~ 5+ workforce development support organizations

2.) Listing of 50+ **national** Creative Industries Resources and Assets:
- ~ 10+ creative business support services
- ~ 20+ national funders for arts and creative organizations
- ~ 10+ arts policy and advocacy organizations
- ~ 10+ diversity in arts advocacy and support organizations

3.) Online entrepreneurship and small business resources:
- ~ 5 downloadable workbooks for creative/arts entrepreneurs
- ~ A "How to set Up Your Creative Biz" guidebook for Santa Feans
- ~ 3 live webinars for Santa Fe area creatives



Pillars and Deliverables

ACTIVITY PILLAR 2: Convene organizations, leaders, and resource providers and foster greater coordination and communication, reducing redundancy and addressing gaps in the resource ecosystem. Tasks will include meetings, convenings, quarterly reports regarding resources and gaps, website use patterns.

Deliverable: A regional Creative Industries Working Group, meeting monthly.

1.) Meet individually with 15-20 area organizations (including NM EDD CID). Include a diverse array of organizations serving galleries, immigrants, museums, youth, festivals, and more.

2.) Host a total of four convenings for creative/arts-serving organizations:
- ~ Glean and share information regarding programs/resources
- ~ Identify gaps in ecosystem + partners ideal to resolve gap
- ~ Gather shareable resources for website
- ~ Train organizations on using shared event calendar
- ~ Engage organizations in hosting "Office Hours for Creatives"

ACTIVITY PILLAR 3: Engage creative and arts entrepreneurs and business owners with resource providers. Tasks include event hosting and data collection regarding entrepreneurs' needs, contribution to quarterly reports.

Deliverable: Four public-oriented events for creatives and resource organizations.

1.) Host one event that serves as a "Resource Fair" and includes:
- ~ All working group partners
- ~ 100+ creatives and/or small business owners
- ~ 5 to 8 Workshops and/or speakers

2.) Host three "creative collab" events that serve to generate widespread enthusiasm for and engagement with online resources and the working group.
- ~ Include collaborative art-making, music, festive events
- ~ Gather ample social media assets
- ~ Build "The Hub Kiosks" as artistic installations in libraries, coffee shops to create buzz and increase use.

3.) Launch widespread, multi-lingual social media campaign engaging people across the city in website, kiosks, events, and Working Group activities.
- ~ Launch The Hub social media accounts
- ~ Invite Working Group to co-host posts, reels

Nov - Dec 2024

1: Host one convening with resource providers
2: Build online repository of resources
3: Launch online calendar of events

Jan - Feb 2025

1: Unveil and widely promote website
2: Host promotional events to engage community in online resources
3: Collect Hub baseline data

Mar - April 2025

1: Host Resource Fair and networking event
2: Host two creative collab events
3.) Widely promote The Hub (online site)
4.) Place kiosks in libraries, coffee shops

May - June 2025

1: Gather and share usage data from website and social media
2: Submit final quarterly report

Pillars and Deliverables

ACTIVITY PILLAR 4: Develop linkages between local and state-level arts and culture organizations and entrepreneurs and economic development funders seeking to support relevant projects. Tasks will include one-on-one meetings with funders, building and promotion of public-facing project information gathering tool, and monthly reports to funders.

Deliverable: Online information log for funders seeking to support arts and culture projects.

1.) Meet individually with 10-12 area funders to understand funding priorities, information needs, and increase engagement in use of log.

2.) Integrate project information gathering with Hub website.

ACTIVITY PILLAR 5: Provide hands-on technical assistance to diverse creative entrepreneurs.

Deliverable: Host weekly Office Hours at three (Midtown, downtown, Southside) locations.

1.) 12 Working Group partners host four Office Hours per year. Office Hours are widely promoted among all Working Group partners, sign-ups online. Partners will select focus areas to avoid duplication and increase engagement.

Summary of Deliverables, Outputs, Outcomes

Outputs: Event participation, resource development and use, technical assistance, coordination.

~ 80 local and 50 national creative economy resources listed on The Hub website
~ 10,000 hits and 250 downloads on The Hub website by Dec. 31, 2025
~ 10+ workbooks, tools, and resources available (English and Spanish) on The Hub website
~ three "one-stop shops" providing 60+ creatives training/education/support via Office Hours
~ 30+ resource organizations and funders engaged
~ 120 Office Hours hosted at SFAI, Vital Spaces, public libraries, community centers
~ 500 participants engage in 4 events hosted in economically distressed neighborhoods
~ 30-35 one-one-one meetings with arts orgs, resource organizations, funders
~ Four Working Group meetings to coordinate resource organizations and Office Hours
~ Four public-oriented events for creatives and resource organizations
~ Three The Hub kiosks built and installed in libraries, Midtown, coffee shops, similar locales
~ 10+ funders access projects seeking funding
~ Baseline data assembled by Jan 1, 2025 using existing data (Sourcelink, SF Data, etc.)
~ Submit four Quarterly Reports to City of Santa Fe and available for NM EDD
~ Regular reports and engagement with NM EDD CID and the (soon to be hired) Director

Outcomes: Increase in creative business starts, revenues, GRT, jobs.

~ 50 new businesses report using The Hub
~ 50 new jobs reported by (these) new businesses
~ Survey of businesses using The Hub indicates majority report increases in revenues
~ Survey of organizations using The Hub indicates majority report increases in funding

Team

Alice Loy (CEO) holds an MBA and a PhD (in entrepreneurship) and has spent extensive time in the Middle East, Latin America, and Southeast Asia building entrepreneur ecosystems. She is co-author of the groundbreaking book *Creative Economy Entrepreneurs: From Startup to Success.* Alice is a tireless advocate for creative entrepreneurs as leaders of social change. Alice speaks Spanish fluently.

Mike Young has crafted complex multi-year research projects studying the global and national creative economy. He crafted the acclaimed Sacramento Creative Economy Strategic Plan, and is the Lead Researcher for the New Mexico Creative Industries Division strategy. He is a full-stack developer and musician, a true polymath.

Raashan Ahmad is a creative entrepreneur, community organizer, and advocate for equity in the arts. As the Executive Director of Vital Spaces, Raashan offers Santa Feans community events that inspire and convene, educate and activate. Raashan serves on the Santa Fe Arts Commission and as faculty with Creative Startups accelerators.

Emily Hunerwadel has led statewide and national social media campaigns galvanizing creative economy engagement in programs, events, and online resources. She is a skilled graphic designer and media producer.

Karen Hom is a full-stack coder with a Bachelor's degree in Graphic Design.

12 Month Project Budget*

CATEGORY	AMOUNT	ASSUMPTIONS
Project Oversight	$11,200	Alice Loy, 10% of time
Data Collection - baseline, quarterly	$4,070	20 hrs X 16hrs monthly X 9 months, $55/hrly
One-on-one meetings	$4,125	30 mtgs, 2.5 hrs planning, hosting each, $55/hr
The Hub Website design	$16,320	240 hrs $68 hrly rate
Kiosks: Tech & Materials, Install	$12,930	3 kiosk $1000 materials, $1525 tech, $1785 install
Office Hours Staffing	$3,600	12 orgs, 2 hours each, 3 times per year, $50/hrly
Project Oversight	$2,300	Alice Loy, 2% of time
In-direct @ 10%	$5,455	
TOTAL	$60,000	

3 References

Shani Harvie
EMAIL: Shani.Harvie@edd.nm.gov
CELL: 505.699.2809
TITLE: JEDI Program Manager & Coordinator
ORG: New Mexico Economic Development Department

Dave Hanson, PhD
EMAIL: dthanson@unm.edu
CELL: 505.206.3614
TITLE: Asst Vice President for Research
ORG: University of New Mexico

Megan Van Voorhis
EMAIL: mvanvoorhis@cityofsacramento.org
CELL: 279.210.2718
TITLE: Director, Convention and Cultural Services
ORG: City of Sacramento

Organizational Capacity and Impact

Creative Startups, based in Santa Fe since 2007, is a recognized pioneer of the global creative economy, having launched the world's first startup accelerator for creative founders in 2014; today we have over 700 alumni companies across a range of sectors: music, film, cuisine, arts and media, fashion, immersive entertainment, software, and more. Our suite of entrepreneurship education programs has included 67 accelerators/pre-accelerators with implementation partners from diverse cultures and our global network includes 100+ mentors speaking Spanish, Arabic, French, and English.

Our programs' impact is demonstrated by the outcomes our alumni have achieved:

- $335 million in venture financing;
- Revenue generated grew from $6.5 million to $530 million;
- 2,960 new full-time jobs;
- 82% of alumni are BIPOC and/or female founders.

In New Mexico we are completing a statewide strategy for the newly formed Creative Industries Division and our community engagement has included visiting - in -person - 27 of 33 counties, hosting 14 focus groups, and interviewing 45 creative economy leaders. We are hosting the state's first-ever Creative Industries Week and have registered 194 participants to date.

We have created strategic plans and launched creative entrepreneurship and community development initiatives similar to The Hub in Denver, Sacramento, and Cleveland. We have 79 alumni entrepreneurs in Santa Fe, are a partner with the Mid-town Arts and Design Alliance, a partner with the New Mexico State and local libraries, and are connected to 40+ creative/arts organizations.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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:	
HUB INTERNATIONAL INS SVCS INC/PHS 34350070 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
GLOBAL CENTER FOR CULTURAL ENTREPENURSHIP 441 GREG AVE OFC NO. 202 SANTA FE NM 87501	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			34 SBA IJ0704	08/17/2024	08/17/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			34 SBA IJ0704	08/17/2024	08/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	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 [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes 441 GREG AVE OFC NO. 202 SANTA FE NM 87501	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

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TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

GLOBAL CENTER FOR CULTURAL
ENTREPRENEURSHIP
341 E ALAMEDA ST
SANTA FE, NM 87501-2229

July 4, 2021
NM Business Tax ID:
03-162695-00-5
Letter ID: L1243489712

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2014	**03162695005-GRT**	**01-Jul-2014**
Business Location: **341 E ALAMEDA ST**		Business End Date
City and State: **SANTA FE, NM**		Zip Code: **87501-2229**
Taxpayer Name: **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Taxpayer Type: **NonProfit**
Firm Name: **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Filing Frequency: **Monthly**
Mailing Address: **341 E ALAMEDA ST**		
City and State: **SANTA FE, NM**		Zip Code: **87501-2229**

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2014	**03162695005-GRT**	**01-Jul-2014**
Business Location: **341 E ALAMEDA ST**		Business End Date
City and State: **SANTA FE, NM**		Zip Code: **87501-2229**
Taxpayer Name: **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Taxpayer Type: **NonProfit**
Firm Name: **GLOBAL CENTER FOR CULTURAL ENTREPRENEURSHIP**		Filing Frequency: **Monthly**
Mailing Address: **341 E ALAMEDA ST**		
City and State: **SANTA FE, NM**		Zip Code: **87501-2229**

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

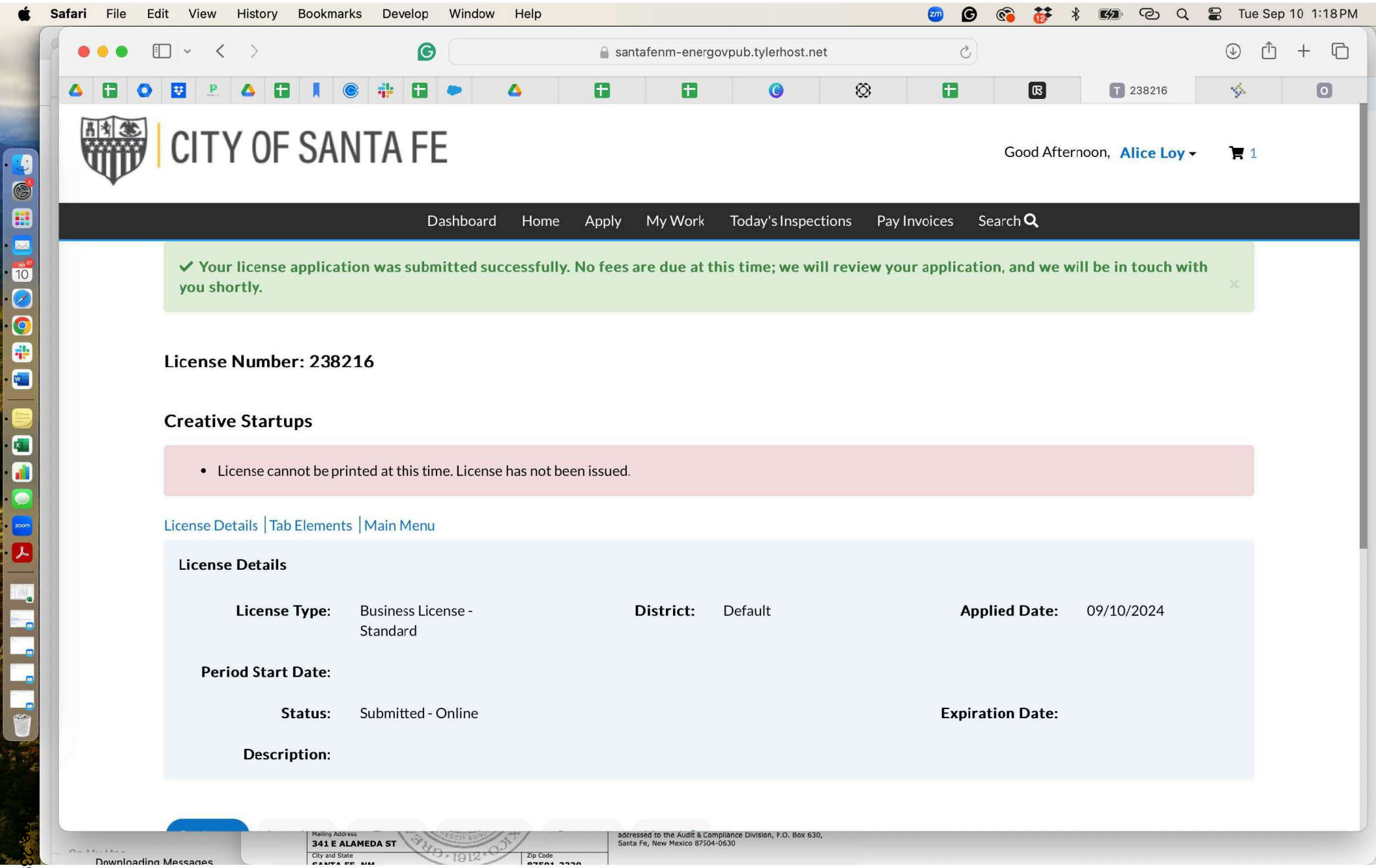
By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

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Tue Sep 10 1:18 PM
santafenm-energovpub.tylerhost.net
238216
CITY OF SANTA FE
Good Afternoon, Alice Loy
1
Dashboard Home Apply My Work Today's Inspections Pay Invoices Search
✓ Your license application was submitted successfully. No fees are due at this time; we will review your application, and we will be in touch with you shortly.
License Number: 238216
Creative Startups
License cannot be printed at this time. License has not been issued.
License Details | Tab Elements | Main Menu
License Details
License Type: Business License - Standard
District: Default
Applied Date: 09/10/2024
Period Start Date:
Status: Submitted - Online
Expiration Date:
Description:
Mailing Address
341 E ALAMEDA ST
City and State
Zip Code
addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630
Downloading Messages

FW: FW: Determination Request: SOW for Creative Industries

NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Tue 9/10/2024 4:25 PM
To:VELASQUEZ, MELISSA R. <mrvelasquez@santafenm.gov>

1 attachments (41 KB)
image001.png;

Sorry didn't know PDF is blank, here it is!

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Wednesday, April 10, 2024 8:03 AM
To: NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Subject: Re: FW: Determination Request: SOW for Creative Industries

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

Good morning Johanna,

We will respectfully decline this opportunity.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

On Wed, Apr 10, 2024, 6:28 AM NELSON, JOHANNA C. <jcnelson@santafenm.gov> wrote:

> Hello we have a SOW for review.
>
> Thank you
>
> ---
>
> **From:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
> **Sent:** Tuesday, April 9, 2024 6:48 AM
> **To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Procurement <Procurement@santafenm.gov>

Cc: JOHNSON, CHELSEY X. <cxjohnson@santafenm.gov>; VELASQUEZ, MELISSA R. <mrvelasquez@santafenm.gov>; DALBOR, CASEY J. <cjdalbor@santafenm.gov>; OLGUIN, LORETTA S. <lsolguin@santafenm.gov>
Subject: Determination Request: SOW for Creative Industries

Hi Travis- we have SOW for review for our Creative Industries initiative not to exceed 59,500.
Hi Travis- We have a SOW for your determination please. Thank you.

The OED and ACD seek to solicit a proposal from an organization that will act as a "Creative Industries Navigator Hub." The Navigator will lead and convene a network of organizations and business service providers within the creative industries to support key needs of entrepreneurs and aspiring entrepreneurs.

The network would include organizations that provide the following services (and not limited to):

- Entrepreneurial technical assistance and business resources
- Financing (public and commercial)
- Industry sector specific support
- Workforce and education
- Nonprofit support
- Diversity and cultural awareness

Contractor roles and expected outcomes:

- Convene working group monthly to promote awareness of resources and activities and increase communication among the industry and practioners.
    - Navigator Hub helps to organize and create a communication network to increase communication and information sharing within the group.
- Document and organize respective projects to identify priorities and solicit funding. This would be a local pipeline of projects to support and grow the creative industry locally.
- Respective tools, services and trainings will be compiled to increase awareness and navigation in a user-friendly format and printed collateral pieces.
    - Financial resources
    - Infrastructure important to the creative industries (performance halls, studios, manufacturing capacity, etc.)
    - Workforce resources
    - Technical assistance
- The Creative Industries Navigator Hub will be responsible for compiling and soliciting data and information from respective partners.
- The Creative Industries Navigator Hub, is responsible to organize regular public convenings throughout the city for entrepreneurs and aspiring entrepreneurs for networking, peer learning

and connection to resources. Special emphasis is put onto placemaking and supporting marginalized populations. Key areas are:

- Southside/Airport
- Siler Rufina
- Midtown
- Downtown

- Inclusive, culturally aware support focused on socially and economically disadvantaged groups will be provided, including making sure all information is translatable in Spanish. Focus will be on but not limited to women, BIPOC communities, and immigrants.

- Access to workforce training and career opportunities, including a compiled list of relevant job opportunities, internships and mentorships

Events

Contractor is expected to help organize several events and convenings. OED has a separate budget available for costs of hosting events.

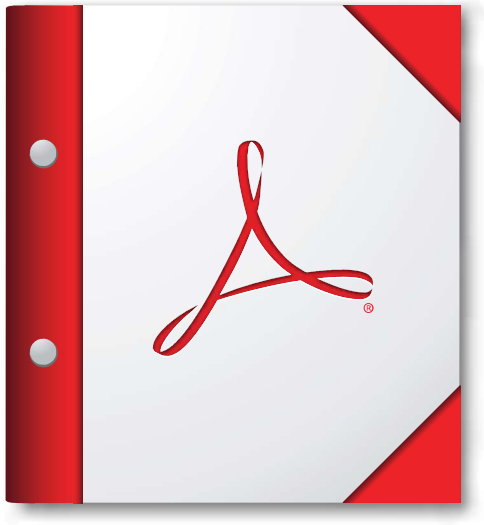
1. Monthly convening of working group
2. Quarterly creative industry networking events focused in different parts of the city, open to the public with the intent to provide connections to resources
3. Creative industry specific training programs
4. Convenings with industry leaders and service providers

Data and Reporting

The OED is responsible to submit quarterly and regular updates on the progress of the programming for EDD—compiled with the help of the contractor. The Creative Industries Navigator Hub will be responsible for compiling and soliciting metrics, data and information from the respective partners.

Johanna Nelson, CEcD

Director, Office of Economic Development
C: 505-699-7003
OED Website
Sign up for OED Newsletter
Register to sell on Santa Fe's Market Place
**Hablo Español*



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CITY OF SANTA FE

Date: September 26, 2024

To: Travis Dutton- Leyda, Chief Procurement Officer

From: **Johanna Nelson, Office of Economic Development Director**
Chelsey Johnson, Arts and Culture Department Director

Subject: **Contract with Global Center for Cultural Entrepreneurship DBA Creative Startups related to supporting the Creative Industries**

Vendor Name: **Global Center for Cultural Entrepreneurship DBA Creative Startups**

Vendor Number: **8048**

ITEM AND ISSUE:

The City's Office of Economic Development (OED) and Arts and Culture Department (ACD) issued a Request for Quotes (RFQ) to provide services aimed at supporting and growing Santa Fe's creative industries. The RFQ was posted on the MUNIS platform and advertised to over 10,000 recipients over a four-week period. One proposal was submitted by the Global Center for Cultural Entrepreneurship, doing business as Creative Startups. The proposal was received from their Executive Director, Alice Loy (505-263-5180, alice@creativestartups.org).

Action Requested: Sign and Approve Contract

BACKGROUND AND SUMMARY:
The Office of Economic Development (OED) has received a $100,000 grant from the New Mexico Economic Development Department to advance and support the Creative Industries. A dedicated contractor will collaborate with the OED and the Arts and Culture Department to implement programs that assist organizations providing technical support to entrepreneurs and business owners within the Creative Industries.

Targeting the Creative Industries as a key sector for economic growth, the OED and the Arts and Culture Department aim to stimulate regional development through this initiative. The programs funded by this grant will empower businesses in the Creative Industries by offering essential resources and expertise, fostering innovation, and enhancing their capacity to contribute to the local economy

PROCUREMENT METHOD:
The procurement method is RFQ, which was opened on May 10, 2024 and closed June 21, 2024. A single proposal was received. RFQ No. 24062

Chief Procurement Officer Approval: _____ **Date:** Sep 26, 2024

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX (pending)
The FY25 Project ledger number is **ECD2421202**

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Fund 212: Economic Development
Munis Org Name/Number: 2122800/510400
Munis Object Name/Number: Grants and Services/510400

Signature: Chelsey Johnson (Sep 26, 2024 12:02 MDT)

Email: cxjohnson@santafenm.gov

Memo_Template_V4_08.16 (1)

Final Audit Report 2024-10-02

Created:	2024-10-01
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4p8-zmUm8r0rX2yvmNTIKzAXGO47Uylo

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Signature Date: 2024-10-01 - 7:51:24 PM GMT - Time Source: server- IP address: 8.53.128.99

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2024-10-01 - 7:51:28 PM GMT

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Signature Date: 2024-10-02 - 11:34:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-10-02 - 11:34:06 PM GMT

Signature: Chelsey Johnson (Dec 19, 2024 11:05 MST)

Email: cxjohnson@santafenm.gov

Signature: Johanna Nelson (Dec 19, 2024 11:49 MST)

Email: jcnelson@santafenm.gov

OED - EDD Amendment packet - initialed

Final Audit Report 2024-12-25

Created:	2024-12-19
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
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Agreement completed.
2024-12-25 - 1:22:55 AM GMT

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CITY OF SANTA FE

Date: January 2, 2025

To: Governing Body
Finance Committee

From: **Paul Joye, Chief of Police** Paul Joye (Jan 2, 2025 11:17 MST)

Subject: **Purchase- ThermoFisher DNA Machine**

Vendor Name: **Fisher Scientific**

Vendor Number: **1368**

ITEM AND ISSUE:
Request Approval for the Purchase of a Rapid HIT ID DNA Machine in the amount of $207,205.50 using funding from Approved State of New Mexico Crime Victims Reparation Commission (CVRC) Victims of Crime Act Agreement #25-780-P707-00789. (Paul Joye, Chief of Police, pmjoye@santafenm.gov)

Action Requested: **Approval for purchase of a DNA Machine**

BACKGROUND AND SUMMARY:
The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe. The primary goal of applying for this grant is to enhance support for victims and increase prosecution of repeat offenders who often don't get prosecuted due to lack of evidence. With the purchase of the Thermo-Fisher DNA machine, we will be able to be more proactive in many different types of incidents. The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. **Grant Agreement/BAR was approved at Governing Body Committee 10/9/2024**. The Thermo-fisher Rapid HIT ID DNA machine would allow the Santa Fe Police Department to screen and process crime scenes that often have repeat offenders in house without needing to send DNA evidence to the State Crime Lab.

PROCUREMENT METHOD:
Statewide Price Agreement #30-00000-23-000035

Chief Procurement Officer Approval: _____ **Date:** Jan 3, 2025
Comment/Exceptions: _____
Supporting Information:

CONTRACT NUMBER: N/A

$$$$$ SOURCE/REVENUE: ☒**Expense** | ☐**Revenue**
2025 NM CVRC State Gap Funding (BAR/Agreement approved at GB 10/9/24)
Fund Name/Number: 223/LAWENFRC
Munis Org Name/Number: 2230315/POL Grants
Munis Obj Name/Number: 570500/Equipment & Machinery Non-Exempt

Budget Officer Approval: ALEXIS LOTERO (Jan 3, 2025 09:49 MST) **Date:** Jan 3, 2025
Comment/Exceptions: _____

Grant ☒**Yes** | ☐ **No**
Grant #: S2529 Already approved – attached
Grant Manager/Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project ☒**Yes** | ☐ **No**
Project Ledger #: POL2522302 – attached

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☒**Yes** | ☐ **No**
Asset # (if known): _____

Repair or Replacement of Existing Equipment:
☐**Yes** | ☒ **No ~If yes ->** ☐**Repair** | ☐ **Replacement**
Please explain: N/A

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes** | ☒ **No**
Anticipated length of project: _____
Asset Manager Approval _____ **Date:** _____
Comment/Exceptions: _____

Was this service deemed construction: ☐ **Yes** | ☒ **No**
Department Approvals:
IT Components: ☒ **Yes** | ☐ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

ATTACHMENTS:
Vendor Quote
SPA
Approved Agreement/BAR (10/9/24)
Project Ledger Form

Fisher Scientific

Part of Thermo Fisher Scientific

To: TARA RICO

Date: 01/02/2025

Message: NASPO CONTRACT #7-24-99-50-04

THERE WILL NOT BE ANY STANDARD SHIPPING CHARGES

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
5002-9332-43	01/02/2025		1 of 2

Payment Terms	Delivery Terms
NET 30 DAYS	DESTINATION
Valid To	Prepared By
05/02/2025	SCAPPE, FRANCESCA
Customer Reference	Sales Representative
RFQ LIFETECH S5692266 EX: 04/25/25	FRANCESCA SCAPPE

To place an order	Ph: 800-766-7000	Fx: 800-926-1166

Submitted To:	Customer Account: **101067-001**
TARA RICO FRANCESCA.SCAPPE@THERMOFISHER.COM 412-303-3896	SANTA FE POLICE DPT 2515 CAMINO ENTRADA SANTA FE NM 87507

Fisher Scientific
Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

Review and Place Order

Click here or go through your purchasing system to fishersci.com quotes

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

For complete Terms and Conditions, please click here.

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	A41810	RAPIDHIT ID SYSTEM Applied Biosystems RapidHIT ID System, Content And Storage: Store at room temperature., Product Line: RapidHIT, Shipping Condition: Room Temperature Vendor Catalog # A41810 Hazardous Material This item is being sold as 1 per each	147,975.00	147,975.00
2	1	EA	A59183	AB RLINK V2.0 - SOFTWARE ONLY Vendor Catalog # A59183 Hazardous Material This item is being sold as 1 per each	9,577.50	9,577.50
3	1	EA	A48503	RAPIDLINK LAPTOP SYSTEM Vendor Catalog # A48503 Hazardous Material This item is being sold as 1 per each COMMENTS: THIS INCLUDES A LAPTOP AND POWER CORDS	2,484.00	2,484.00
4	1	EA	A53084	AB RHID PRIMARYCTRG GFE 150 Vendor Catalog # A53084 Hazardous Material This item is being sold as 1 per each	7,371.00	7,371.00
5	2	EA	A41831	AB RHID ACE GFE 50 SMPL KIT Vendor Catalog # A41831 Hazardous Material	5,285.00	10,570.00

Sales Quotation

Fisher Scientific
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
5002-9332-43	RFQ LIFETECH S5692266 EX: 04/25/25	2 of 2

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				This item is being sold as 1 per each		
6	1	EA	A54338	RAPIDINTEL PLUS 50 SMPL KIT	5,666.40	5,666.40
				Vendor Catalog # A54338 Hazardous Material This item is being sold as 1 per each		
7	1	EA	NON-CATALOG	RAPIDINTEL PLUS LADDER 5 CART	1,209.60	1,209.60
				Vendor Catalog # A54344/S5692266		
				No Image Available.		
8	1	EA	ZG11SCRHID	AB ASSURANCE1PM RHIT ID	14,576.00	14,576.00
				Vendor Catalog # ZG11SCRHID Hazardous Material This item is being sold as 1 per each		
9	1	EA	ZGLPSCRHID	PRIORITY TECH SUP RAPIDHIT ID	2,628.00	2,628.00
				Vendor Catalog # ZGLPSCRHID Hazardous Material This item is being sold as 1 per each		
10	1	EA	A59805	RLINK MATCHING STE V1.0 STWARE	5,148.00	5,148.00
				Vendor Catalog # A59805 Hazardous Material This item is being sold as 1 per each		

MERCHANDISE TOTAL 207,205.50

NOTES:
Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
http://survey.medallia.com/fishersci

DocuSign Envelope ID: E6E80C10-6C9F-42EB-AFA0-8DA9D57B0B4E

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000010817
Fisher Scientific Company, LLC
300 Industry Drive
Pittsburgh, PA 15275

Contact: Lonnie Davis
Email: Lonnie.Davis@thermofisher.com
Telephone No.: (706) 951-8257

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Price Agreement Number: **30-00000-23-00035AA**

NASPO Master Agreement No.: **MA2024001**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Contract**

Procurement Specialist: **Yuliastuti Wulandari** YW

Telephone No.: **(505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

Title: **Laboratory Equipment and Supplies**

Term: **May 29, 2024 thru February 28, 2026**

NASPO ValuePoint Master Agreement Link: https://www.naspovaluepoint.org/portfolio/laboratory-equipment-and-supplies-2024-2032/fisher-scientific-company/

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 5/28/2024

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

VL

From: Scappe, Francesca
To: RICO, TARA R.
Subject: RE: Rapid quote / Account number 101067-001
Date: Wednesday, December 4, 2024 8:05:03 AM
Attachments: image001.png

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

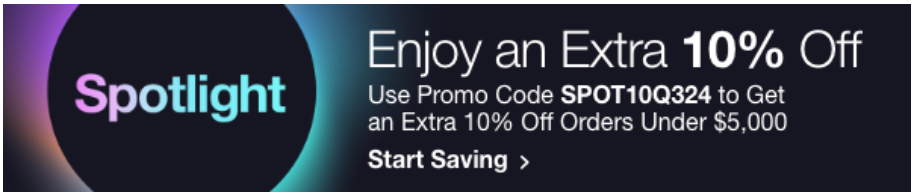
Hi Tara,

I spoke with my manager and he stated - All 3.5 Million product we sell are covered under the contract but not all will be listed in the document since this was a special quote directly from one of our sister companies. All items on the quote are covered under the contract at discount price on the quote provided.

Please let me know if you have any questions

Thank you as always,
Francesca

Francesca Scappe
Sales Representative
Fisher Scientific



Thermo Fisher Scientific
300 Industry Drive | Pittsburgh, PA 15275
Cell: (412)303-3896
Office Line: (412)-385-6212
francesca.scappe@thermofisher.com | www.fishersci.com

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Tuesday, December 3, 2024 10:27 AM
To: Scappe, Francesca <francesca.scappe@thermofisher.com>
Subject: RE: Rapid quote / Account number 101067-001

CAUTION: This email originated from outside of Thermo Fisher Scientific. If you believe it to be suspicious, report

Use Technologies
Thermo Fisher
#10704

CITY OF SANTA FE

DATE: September 23, 2024

TO: Governing Body
Finance Committee
Quality of Life Committee

FROM: Paul Joye, Chief of Police

ITEM AND ISSUE:

1. Request Approval of the State of New Mexico Crime Victims Reparation Commission (CVRC) Victims of Crime Act Grant Agreement #25-780-P707-00789 in the Amount of $229,792 to fund Equipment and Training for the Santa Fe Police Department. Chief Paul Joye, Chief of Police, pmjoye@santafenm.gov)

2. Request Approval of a Budget Amendment Resolution (BAR) to Allocate $229,792 from the 2024 CVRC Grant Agreement to FY25 Revenue and Expenses Thermo-Fisher DNA machine.

BACKGROUND AND SUMMARY

The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe.

The primary goal of applying for this grant is to enhance support for victims and increase prosecution of repeat offenders whom often don't get prosecuted due to lack of evidence. With the purchase of the Thermo-Fisher DNA machine we will be able to be more proactive in many different types of incidents.

The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. The city received the grant agreements at the end of July, the CVRC grant will be used to fund services and equipment related to the purchase of a DNA ID Machine (Rapid HIT ID System), which will allow officers to process crime scenes, identify suspects, and help support victims at a much faster rate. The Thermo-fisher Rapid HIT ID DNA machine would allow the Santa Fe Police Department to screen and process crime scenes that often have repeat offenders without needing to send DNA evidence to the State Crime Lab.

PROCUREMENT METHOD: N/A

The performance period ends June 30th, 2025.

FUNDING SOURCE:

2025 NM CVRC State Gap Funding
Project Ledger ID:POL2522302
Fund Name/Number: Other Grants (223)
Munis Org Name/Number: 2230315.491300

ACTION REQUESTED:

The Police Department respectfully requests your review and approval.

If the project is grant funded? List grant award number: *25-780-P707-00789*

Grant Manager / Accounting Officer Approval: Matthew Bonifer Matthew Bonifer (Sep 24, 2024 18:39 MDT) **Date:** Sep 24, 2024
Comment/Exceptions:

Project Ledger #: POL2522302

Budget Officer Approval: Andy Hopkins **Date:** Sep 25, 2024
Comment/Exceptions:

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

☒Yes | ☐ No

 # (if known):

Repair or Replacement of Existing Equipment:

☐Yes | ☐ No
If yes -> ☐Repair | ☐ Replacement

Please explain:

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

Project Ledger #:

Anticipated length of project:

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

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

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

Department Contract Administrator Contact Info:

ATTACHMENTS:
Grant Agreement # 25-780-P707-00789
BAR

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
INTERGOVERNMENTAL SERVICE AGREEMENT
CONTRACT #25-780-P707-00789

An Intergovernmental Service Agreement between **City of Santa Fe, Santa Fe Police Department** and the New **Mexico Crime Victims Reparation Commission.**

This Agreement is made and entered into by and between the State of New Mexico Crime Victims Reparation Commission, hereinafter referred to as "Agency," and **City of Santa Fe, Santa Fe Police Department** (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately July 1, 2024, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work, based on approved budget;

Law enforcement will develop or enhance their response to victims of homicide and other violent crimes and enhance the investigative units within law enforcement agencies.

Grant funds may be used to develop or enhance services for victims of crime such as:

- Enhancement of response to violent crime in a trauma informed, victims center approach to the criminal investigation.
- Job duties and description for Investigators of violent crimes,
- Timing, availability, and duration of services, including addressing victim/survivor crisis situations; procedures for addressing imminent danger, stalking, and intimidation of victims/survivors; and information for victim/survivors on initial contact and throughout service delivery,
- Methods for maintaining geographic accessibility of services and accessibility over time, including accessibility of services to people with limited English proficiency and survivors with disabilities,
- Procedures for assessing safety, security, and maintenance of service premises,
- Procedures for communication and collaboration with other providers,
- Equipment to assist in the rapid identification of the offender to expedite the investigation to reduce victim trauma,
- Professional training for law enforcement and/or violent crime victim assistance responders
- Software to assist in the needs presented in providing services to victims of violent crime, to include licenses to run software programs
- Develop and acquire effective equipment and technology that help agencies respond to crime
- Must submit a quarterly report for all activities performed under this award.

2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $229,792.00 FY25. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and based on the approved budget. Such compensation shall not exceed $229,792.00, including

gross receipts tax in FY25. 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 I, Scope of Work. All invoices MUST BE received by the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2025, for services rendered prior to June 30, 2025. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses 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 work and/or expenditures, and - outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are 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 agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Contractor must complete and submit a Grant Status Report form to the Agency by March 27, 2025. The Agency will be responsible for sending the form to the Contractor one month prior to deadline date.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **JUNE 30, 2025**, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13- 1-150.

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 Agency'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 Agency 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 Agency 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 state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'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 Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or

transfer of all property titled to the Agency 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 Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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. 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 Agency.

7. Subcontracting.

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

8. 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 Agency.

Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. Product of Service - Copyright.

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. Conflict of Interest; Governmental Conduct Act.

The Contractor certifies 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 of work or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee, have been followed.

11. 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 Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, 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.

12. 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.

13. Penalties for violation of law.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

14. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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 compliances with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. 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, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

16. 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 Agency.

17. Records and Financial Audit.

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

18. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

19. 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.

20. 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.

21. 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 Agency:

Frank Zubia, Director
Crime Victims Reparation Commission
6200 Uptown Blvd, Suite 210
Albuquerque, NM 87110

To the Contractor:

City of Santa Fe, Santa Fe Police Department
PO Box 909
Santa Fe, NM 87501

22. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and certifies 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.

Docusign Envelope ID: B62420E1-019D-49DF-B80A-B33BA4462013

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

By: Paul Joye (Oct 10, 2024 15:28 MDT) Date: Oct 10, 2024
Contractor
City of Santa Fe, Santa Fe Police Department

By: DocuSigned by: Frank Zubia 16F1C244F21243E... Date: 11/5/2024
Frank Zubia - Director,
New Mexico Crime Victims Reparation Commission

By: DocuSigned by: Sandra Gardner EC56BC3E5C574A0... Date: 11/5/2024
Sandra Gardner, Agency's Legal Counsel – Certifying legal sufficiency
New Mexico Department of Justice

By: DocuSigned by: Cindy Mok B5EB72A3C5C642C... Date: 10/30/2024
Cindy Mok- Agency's Chief Financial Officer
New Mexico Crime Victims Reparation Commission

Docusign Envelope ID: B62420E1-019D-49DF-B80A-B33BA4462013

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Intergovernmental Service Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber (Oct 14, 2024 08:08 MDT)

ALAN WEBBER, MAYOR

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 10/09/2024

XIV

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan

SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 08/19/2024

Project Title: DNA ID Machine (Rapid HIT ID System)

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: POL2522302
Grant ID: S2529
Approved By: MB 8/28/24
(Finance Use Only)

Department: Police Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: upon signature to 06/30/2025 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Crime Victims Repartation Commission % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 491300 Awarded Amount: $229,792.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Equipment & Machinery Non-Exempt MUNIS ORG: 2230315 MUNIS OBJ: 570500

Grants Only (list all grants if applicable):

Grantor Name: New Mexico Crim Victims Reparation Commission Awarded Amount: $229,792.00

AR Charge Code: 2230315.491300 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 25-780-P707-00789 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Signature: Matthew Bonifer
Matthew Bonifer (Aug 28, 2024 13:03 MDT)

Email: mtbonifer@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
Police/Administration	9/23/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Equipment & Machinery (Non-Exempt)	2230315	570500	POL2522302	229,792	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Other Grants (New Mexico Crime Victims Reparation Commission)	2230315	491300	POL2522302	(229,792)	
				$ -	$ -

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

DNA ID Machine (Rapid HIT ID System)

Grant, Expires 6/30/2025.

Project Ledger Code POL2522302/Grant ID: 25-780-P707-00789

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

AnnaMarie Bowen — 9/23/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Paul Joye (Sep 25, 2024 09:47 MDT) — Sep 25, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Sep 25, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

GB-500- Fisher Scientific- SPA1

Final Audit Report 2025-01-03

Created:	2025-01-02
By:	TARA RICO (trrico@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsUUBe42OGy4xmqEiX1-4k-NwuUoQ6tSP

"GB-500- Fisher Scientific- SPA1" History

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2025-01-02 - 6:04:37 PM GMT- IP address: 63.232.20.2

Document emailed to Paul Joye (pmjoye@santafenm.gov) for signature
2025-01-02 - 6:06:40 PM GMT

TARA RICO (trrico@santafenm.gov) added alternate signer ALEXIS LOTERO (aclotero@santafenm.gov). The original signer ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) can still sign.
2025-01-02 - 6:12:02 PM GMT- IP address: 63.232.20.2

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2025-01-02 - 6:17:01 PM GMT- IP address: 166.137.163.33

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2025-01-02 - 6:17:52 PM GMT

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2025-01-02 - 6:17:52 PM GMT

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Signature Date: 2025-01-03 - 4:49:08 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-01-03 - 4:49:08 PM GMT

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Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-01-03 - 5:16:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-03 - 5:16:04 PM GMT

CITY OF SANTA FE

Date: November 5, 2025

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

From: Theresa Trujillo, Senior Services Division Program Manager Theresa Trujillo

Via: Maria Sanchez-Tucker Community Services Department Director Maria Tucker (Dec 26, 2024 11:03 MST)

Subject: NMALTSD Care Companion Program #25-624-4000-0024 A-1

Vendor Name: State of New Mexico Aging and Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Intergovernmental with State of New Mexico Aging and Long-Term Services Department to adjust Scope of Work Reducing 2.25 Volunteer Service Year's from the Senior Companion Program (SCP) and Allocating 2.25 Volunteer Service Year's to the Care Companion Program (CCP) with No Change in the Amount of Compensation or No Change in the Term Through June 30,2025. (Theresa Trujillo: tptrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY25 #25-624-4000-0024 Munis contract number is 24-0555

BACKGROUND AND SUMMARY:

The purpose of this amendment (INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1) is to Adjust Article 1 Scope of Work. Senior Companion Program (SCP): Reduce 2.25 VSY's in OBJ 230642 (stipends) by $9,396.00 for a new allocation or $156,908.83 and allocate 2.25 VSY's to Care Companion Program (CCP) at total of $9,396.00. The original approval date was September 12, 2024. The CCP is a pilot project to place three - five volunteers in assisted living and/or long-term care facilities in Santa Fe County to provide a minimum or 2,349 hours of service during the contract period. There are no other changes to the contract.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

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

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: NM Agency on Aging/490240

Munis Object Name/Number: Stipends/562975

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☐ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project ☐ Yes | ☒ No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1
INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024; MUNIS Contract #24-0555

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#25-624-4000-0024 A-1**
AMENDMENT #1

THIS Amendment is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

The purpose of this Amendment is to: Adjust Article 1 Scope of Work on Attachment 1, Paragraph 4 "Service Provision". The following changes are included herein.

- Senior Companion Program (SCP): Reduce 2.25VSY's for a new total of 15.75 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 16,443 hours of service during the contract period. SCP allocation $156,908.83
- Care Companion Program (CCP): Recruit and place a minimum of 2.25 VSYs, 3 volunteers in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 2,349 hours of service during the contract period. CCP Allocation of $9,396.00
- No changes to FGP and RSVP.
- No changes to Article 2 Compensation or Article 3 Term.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Cabinet Secretary or Designee
Aging and Long-Term Services Department

By: _____ Date: _____
Anastasia Martin, General Counsel – Certifying legal sufficiency
Aging & Long-Term Services Department

By: _____ Date: _____
Latishia Ortiz, ASD Director
Aging & Long-Term Services Department

By: _____ Date: _____
Mayor, Alan M. Webber

By: _____ Date: _____
Andréa Salazar, Interim City Clerk

By: _____ Date: Dec 3, 2024
Rebecca Mnuk-Herrmann, Assistant City Attorney

By: Emily K. Oster _____ Date: 12/31/2024
Emily Oster, Finance Director

ATTACHMENT 1
SCOPE OF WORK
ALTSD Contract #25-624-4000-0024 A-1
Between
New Mexico Aging & Long-Term Services Department and
City of Santa Fe

5. SERVICE PROVISION

b. Senior Companion Program (SCP)/Care Companion Program (CCP):

i. SCP - Recruit and place a minimum of 15.75 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 16,443 hours of service during the contract period.

The goals of SCP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

ii. CCP - Recruit and place a minimum of 2.25 VSYs, 3 volunteers in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 2,349 hours of service during the contract period.

The goals of Care Companion Program are to:

Provide support and companionship to older adults 55 or older residing in assisted living and long-term care facilities.

ATTACHMENT 2
BUDGET
Contract # 25-624-4000-0024 A-1
City of Santa Fe

Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services

The contract funding for FY25 is as follows:

PROGRAM	AMOUNT
Foster Grandparent Program	$88,208.17
Senior Companion Program	$156,908.83
RSVP Program	$58,607.00
Care Companion Program	$9,396.00
FY25 Total	$313,120.00

The total amount payable under this Contract shall not exceed $313,120.00

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.

25-624-4000-0024 A1 CITY OF SANTA FE CONTRACT_Final CAO

Final Audit Report 2024-12-04

Created:	2024-12-03
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD4ryRGoW8kLCuwZA5vhm4qLZ_3KvsYxr

"25-624-4000-0024 A1 CITY OF SANTA FE CONTRACT_Final CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-12-03 - 11:03:26 PM GMT- IP address: 63.232.20.2

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2024-12-03 - 11:03:54 PM GMT

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2024-12-04 - 0:03:07 AM GMT- IP address: 104.47.65.254

Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-12-04 - 0:03:27 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-12-04 - 0:03:27 AM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: November 21, 2024

To: Randy Randall, Interim City Manager

From Roberta P. Armijo Roberta Armijo

: Via: Maria Sanchez-Tucker, Community Services Department Director Maria Tucker (Nov 25, 2024 12:21 MST)
Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Nov 25, 2024 12:15 MST)
Theresa Trujillo, Program Manager Theresa Trujillo (Nov 25, 2024 12:00 MST)

Subject: Approval of Santa Fe Care Center Agreement

Vendor Name: State of New Mexico Aging & Long-Term Care Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Community Services Department respectfully requests your review and approval of a Memorandum of Understanding for a term of September 20, 2027 with Santa Fe Care Center. This Agreement if part of Amendment #1 Intergovernmental Agreement #25-624-4000-0024 with State of New Mexico Aging and Long-Term Services Department for an adjustment to Article 1 Scope of Work. Amendment #1 Scope of Work changes are to reduce 2.25 VSY's from the Senior Companion Program (SCP) and allocate 2.25 VSY's to the Care Companion Program (CCP) with no change in the amount of compensation or no change in the term through June 30,2025.(Senior Services Director; Manuel Sanchez, mnsanchez@santafenm.gov)

CONTRACT NUMBER:

The FY25 #25-624-4000-0024 Munis contract number is 24-0555.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between Santa Fe Care Center and the City of Santa Fe. Our state funding source (New Mexico Aging & Long-Term Care Services Department) requires that we have these documents in place when providing volunteer services via our Companion Care Program (CCP). The Volunteer Station Agreement outlines the responsibilities of both the city as well as the volunteer stations. The CCP allows for AmeriCorps Senior Companion Programs (SCP) currently contracted with the State of NM Aging and Long-Term Services Dept. (NM Aging Services) to apply underutilized SCP funds to be used for the dual purposes of engaging persons in volunteer service to meet critical community needs to the residents of long-term care facilities. Long-term care facilities are assisted living or nursing home settings. Long term community residents are older adults and people with disabilities that are unable to live independently for various reasons. Please note that compensation is not involved in this agreement.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

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

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: NM Agency on Aging/490240

Munis Object Name/Number: Stipends/562975

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ **Yes** | ☐ **No**
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ **Yes** | ◉ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** ☐ **Yes** | ◉ **No**
Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ **Yes** | ◉ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1
INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024; MUNIS Contract #24-0555

VOLUNTEER STATION AGREEMENT

This Volunteer Station Agreement ("Agreement") is made and entered into by and between Santa Fe Care Center (the "Volunteer Station") and the City of Santa Fe (the "Sponsor"). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

A. The Parties agree to abide by the below listed Basic Provisions, . The Sponsor representative who will serve as liaison with the Volunteer Station is Program Manager; Theresa Trujillo; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4745.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the respective care coordinator. Ms. Krystal Martinez Activity Director, 635 Harkle Rd. Santa Fe, NM 87505; telephone number (505) 453-9550; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station's policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a

risk of harm or injury to himself/herself or any staff member, volunteer, family member or client of Volunteer Station.

I. BASIC PROVISIONS

A. The Sponsor will:

(1) Place 1-4 Care Companions (see exhibit A) to serve approximately 5-40 hours per week with approval of the volunteer station Care Companion Coordinator Manager in accordance with "Care Companion guidelines"(see exhibit A)

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignment.

(5) Retain full responsibility for the management and fiscal control of the project.

(6) Arrange for the transportation of all Care Companion Program volunteers to and from the Volunteer Station.

(7) Within the limits of available resources and project policy, ensure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.

(8) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the Care Companion Program project guidelines as well as Sponsor's staff.

(9) Provide in-service training for volunteers at least once a month for four hours.

(10) Ensure a written Agreement is signed authorizing service by the Care Companion Program and specifying volunteer activities to be performed.

B. The Volunteer Station will:

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site and ensure the volunteers are not left unattended.

(3) Provide Care Companion with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.

(5) Have the right to request the Sponsor to reassign volunteer.

(6) Provide for adequate health and safety protection of volunteers.

(7) Collect and validate appropriate volunteer reports for submission to the Sponsor.

(8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

II. TERM AND EFFECTIVE DATE

This Agreement is effective when signed by the Sponsor and will terminate on September 30, 2027, unless terminated pursuant to Article III below.

III. TERMINATION

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

IV. INDEMNIFICATION

The Volunteer Station shall indemnify, hold harmless, and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

V. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor 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 limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

VI. RECORD AND AUDIT

The Volunteer Station shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered.

These records shall be subject to the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

VII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Volunteer Station shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Volunteer Station agrees that the laws of the State of New Mexico. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

VIII. NON-DISCRIMINATION

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment position to be used in the performance of services by the Volunteer Station hereunder, based on ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

IX. AMENDMENT

This Agreement shall not be altered, changed or modified except by amendment in writing executed by the parties hereto.

CITY OF SANTA FE:
Casa Real

Randy Randall (Nov 26, 2024 22:43 CST)

John Blair, City Manager

Date: _____

VOLUNTEER STATION:

Dave Armijo (Nov 4, 2024 13:32 MST)

Name: Dave Armijo

Title: Administrator

Date: Nov 4, 2024

ATTEST:

Geralyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

Rebecca Mnuk-Hermann, Assistant City Attorney

APPROVED:

Emily K. Oster 11/26/2024

Emily Oster, Finance Director

EXHIBIT A

Care Companion Guidelines

1. Under the direction of the Care Companion Program (CCP) staff and the assigned Volunteer Station Supervisor, the CCP volunteers will provide regular visits to long-term care community residents and develop "authentic" relationships that support socialization and engagement. CCP assignments shall provide for Care Companions to give direct services to one or more eligible adults that:

    A. Result in person-to-person supportive relationships with each client served.

    B. Are meaningful to the Care Companion.

    C. Are supported by appropriate orientation, training, and supervision.

2. CCP Volunteers shall not provide services such as those performed by medical personnel, services to large numbers of clients, custodial services, administrative support services, or other services that would detract from their assignment.

CCP Volunteer Activities

1. Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities.

2. Offer friendly conversation and company, perhaps while doing hobbies etc.

3. Provide emotional support and socialization.

4. Submit weekly time sheets and, if applicable, mileage and meal reimbursement forms, to the CCP office in a timely manner.

5. Attend monthly mandatory in-service trainings.

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STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#25-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. **Compensation.**

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax, travel, and expenses, shall not exceed $313,120.00 as listed in Attachment 2, Budget. 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 Department 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 Department. All invoices MUST BE received by the Department 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. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department 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 Department 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 Department shall not incur late charges, interest, or penalties for failure

Docusign Envelope ID: 33C25981-EB23-4CBD-86AE-AA06ABC7577F

to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This agreement shall terminate on **June 30, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department 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 Department 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 Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department'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 Department's other legal rights and remedies caused by the Contractors default/breach of this Agreement.

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D. Termination Management. Immediately upon receipt by either the Department 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 Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department 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 Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department 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 Department and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. 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, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico 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 Department.

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 Department. 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 Department.

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9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico 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 Department.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department 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. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

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of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department 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 Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

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 Department 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. 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

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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.

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 executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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 Department.

19. 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 Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

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If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

21. 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.

22. 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.

23. 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 Department: Natasha Montoya
Aging and Long-Term Services Department
2550 Cerrillos Rd
Santa Fe, NM 87505

To the Contractor: Theresa Trujillo, Program Administrator
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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24. 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.

EXECUTED AND AGREED TO by signatures below.

By: DocuSigned by: Antoinette Vigil B700303AB7474B3... Date: 9/19/2024
Jen Paul Schroer, Cabinet Secretary
Aging and Long-Term Services Department

By: DocuSigned by: Anastasia Martin 4E5EA79388A248E... Date: 9/17/2024
Anastasia Martin, General Counsel – Certifying legal sufficiency
Aging & Long-Term Services Department

By: DocuSigned by: Latishia Ortiz 10A0F7396830450... Date: 9/17/2024
Latishia Ortiz, ASD Director
Aging & Long-Term Services Department

By: Alan Webber (Sep 12, 2024 17:10 MDT) Date: Sep 12, 2024
Mayor, Alan M. Webber

By: Date: Sep 12, 2024 XIV
Geralyn Cardenas, Interim City Clerk GB MTG 09/11/2024

By: Date: Jul 31, 2024
Rebecca Mnuk-Herrmann, Assistant City Attorney

By: Emily K. Oster Date: Aug 15, 2024
Emily Oster, Finance Director

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ATTACHMENT 1
SCOPE OF WORK
ALTSD Contract # 25-624-4000-0024
Between
New Mexico Aging & Long-Term Services Department and
City of Santa Fe

A. SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program, the Senior Companion Program, and the RSVP (formally Retired Senior Volunteer Program). Descriptions and authorizations for the Services are set forth below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

Services provided for under this Contract are as follows:

a. The **Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental, or emotional problems of youth, less than 21 years of age, with special or exceptional needs.

b. The **Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

   Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high-quality experience to enrich the lives of the volunteers.

c. RSVP (formally Retired Senior Volunteer Program) secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for people aged 55 or older to engage in volunteer activities designed to meet critical community needs.

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2. POPULATIONS TO BE SERVED

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the children's health status and psychosocial functioning.

2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.

3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Santa Fe County, which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:
   a. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps (formerly known as Corporation for National and Community Service) organization in the designated Service Area.

   b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

   c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes and guidelines applicable to each of the Services.

   d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection and reporting.

   e. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the

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Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of the volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.

g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by AmeriCorps Seniors prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.

h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by AmeriCorps Seniors program guidelines as required in the federal program regulations.

i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within 5 days of the Department's written request.

j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit one time per state fiscal year (per FGP, SCP, RSVP program if held separately), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded

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amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

ii. The Contractor shall submit to the Department monthly an invoice for reimbursement. The invoice for reimbursement shall be due on the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year.

iii. The Contractor shall upload to the corresponding monthly file in Revver (formerly e-File Rubex) all invoices for reimbursement and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc.

iv. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation.

v. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, SCP, and RSVP programs scope of work. Approval of service modification requests shall be determined by the Department.

vi. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service.

vii. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.

3. Performance Measures/ Reporting Requirements:

a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using the template provided by the Department. The Contractor shall upload the reports to the Revver (formerly

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e-File Rubex) system folder titled "Reports". The due dates for the reports are as follows:

1. **February 1st for the period July 1–December 31**
2. **August 1st for the period January 1– June 30**

b. The Contractor shall submit a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver (formerly e-File Rubex) folder titled "Reports".

c. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each report is due according to the annual Volunteer Calendar provided by the Department (subject to change).

d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

1. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but not limited to visiting volunteer stations, clients, and Contractors' place of business.

2. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, which may include desk reviews of fiscal and programmatic documentation, and on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (for all funding sources, both electronic and hard copy).

3. The Department shall review, certify, and disburse reimbursements to the Contractor, upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc. The Department shall determine at its sole

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discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.

4. The Contractor authorizes the Department, the federal government, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state or federal government terms and/or to evaluate the Contractor's performance for all funding sources.

5. SERVICE PROVISION

1. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative. Volunteer stipends are paid at $4.00 per hour. RSVP does not provide stipends or allowance to volunteers.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

a. **Foster Grandparent Program (FGP)**: Recruit and place a minimum of 10 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 10,440 hours of service during the contract period.

   The goals of FGP are to:
   Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
   Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

b. **Senior Companion Program (SCP)/Care companion Program**: Recruit and place a minimum of 18 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 18,792 hours of service during the contract period.

   The goals of SCP are to:

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Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

The goals of Care Companion Program are to:
Provide support and companionship to older adults 55 or older residing in assisted living and long-term care facilities.

c. **RSVP**: Recruit and place a minimum of 59 volunteers in community placements in Santa Fe County, to provide a minimum of 59,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

b. Recruit volunteers willing to be Older Adult Peer Specialist certified through HSD, Community Health Workers certified through DOH, or Ombudsman volunteers with ALTSD by providing opportunities through MOUs to RSVP participates to use their existing experience, skills, and training to work with older adults living with behavioral health challenges.

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ATTACHMENT 2
BUDGET
Contract # 25-624-4000-0024
CITY OF SANTA FE
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract amendment is to provide funding for FY25 as follows:

PROGRAM	**AMOUNT**
Foster Grandparent Program	$88,208.17
Senior Companion Program/Care Companion Program	$166,304.83
Retired Senior Volunteer Program	$58,607.00

The total amount payable under this Contract shall not exceed $313,120.00.

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.

Amend-1 SF care center

Final Audit Report 2024-12-31

Created:	2024-12-24
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmhZ4ynoOQ6RfUefs2jw9SBvP4TvXzWSU

"Amend-1 SF care center" History

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

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Agreement completed.

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CITY OF SANTA FE

Memorandum

Date: November 20, 2024

To: Governing Body, Finance Committee, Quality of Life Committee, and Public Works and Utilities Committee

From: Andréa Salazar, City Clerk AS

RE: Adoption of Open Meetings Act Notice Requirements for 2025

EXECUTIVE SUMMARY:
The proposed Resolution adopts reasonable notice requirements for the City's policymaking bodies for 2025, pursuant to the New Mexico Open Meetings Act (OMA). The Resolution will sunset when the Governing Body adopts its 2026 Open Meetings Act resolution.

BACKGROUND:
OMA, NMSA 1978, Sections 10-15-1 to -4, requires that public bodies adopt reasonable notice requirements for their public meetings at least annually. As a result, each year the Governing Body adopts a Resolution adopting notice requirements for that year.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ADOPTING ANNUAL OPEN MEETINGS ACT NOTICE REQUIREMENTS FOR 2025.

WHEREAS, the New Mexico Open Meetings Act ("Open Meetings Act"), NMSA 1978, §§ 10-15-1 to – 4, requires that public bodies "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body"; and

WHEREAS, the Open Meetings Act governs the City of Santa Fe's ("City's") Governing Body and the Governing Body's subordinate policymaking bodies; and

WHEREAS, the Governing Body desires to comply with the Open Meetings Act by adopting its notice requirements for the City's policymaking bodies; and

WHEREAS, the Governing Body seeks to give annual notice to the public of its determination, pursuant to NMSA 1978, Section 10-15-1(D), that a seventy-two (72) hour notice prior to its regular and special meetings is reasonable and that it deems that the same notice is reasonable for the meetings of its subordinate policymaking bodies.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The applicability of the Open Meetings Act to the City's policymaking bodies is recognized.

Section 2. The notice requirements set forth below are hereby adopted.

A. The City shall give a minimum of seventy-two (72) hours' notice of all regular and special meetings of the Governing Body and its subordinate policymaking bodies.

B. The notice shall include the date, time, place(s) of the planned meeting (multiple places may be included in the notice when one or more online options for "attending" the meeting are available), and a list of the specific items of business to be discussed or transacted at the meeting or information about how the public may obtain a copy of such an agenda.

C. The City shall make the notice available to the public and news media through reasonable means, including posting on the City's website, and providing it to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice.

D. Agendas shall be posted on the City's website.

Section 3. Regular Meetings of the Governing Body

A. Unless otherwise specified, including in subsection B below, regular meetings of the Governing Body shall be held as follows:

i. On the second and last Wednesday of each month.

ii. In the City Council Chambers of the municipal building of the City, located at 200 Lincoln Avenue, Santa Fe.

B. When it is difficult or impossible for members of the Governing Body to meet in person, they may participate virtually pursuant to SFCC 1987, Section 1-

9.

C. To the extent possible, meetings will be broadcast via the City's YouTube channel and other media as available, such as the City's Government Channel on Comcast Channel 28 or Comcast Channel HD928, and on the radio from KSFR 101.1 FM.

Section 4. Special Meetings

A. The City shall provide a minimum of 72 hours' notice of all special meetings of the Governing Body and its subordinate policymaking bodies.

B. Unless otherwise specified, special meetings are held at the same place as regular meetings. The date, time, and place of a special meeting shall appear on the agenda and be made available to the public and news media through reasonable means including posting on the City's website.

C. The agenda shall be posted on the City's website.

D. When it is difficult or impossible for members of the Governing Body to meet in person, they may participate virtually pursuant to SFCC 1987, Section 1-9.

E. To the extent possible, meetings will be broadcast via the City's YouTube channel and other media as available, such as the City's Government Channel on Comcast Channel 28 or Comcast Channel HD928, and on the radio station KSFR 101.1 FM.

Section 5. Quasi-Judicial Committees and Subordinate Policymaking Bodies

A. The Governing Body hereby requires that every quasi-judicial committee, board, or commission, including but not limited to the planning commission, historic design review board, and board of adjustment, follow the same notice requirements as the Governing Body, and as provided in this resolution and the

Open Meetings Act.

B. The Governing Body of the City hereby requires that all other policymaking boards, commissions, and committees follow the same notice requirements as provided by the Open Meetings Act.

Section 6. Emergency Meetings

A. Pursuant to its procedural rules, the Governing Body or subordinate policymaking body may call, with, if possible, up to 24 hours' notice, a meeting to consider any matter that, if not addressed immediately, will likely result in injury or damage to persons or property or significant financial loss to the City. When possible, the City will provide 24-hour telephonic notice to all media who normally cover City meetings before the emergency meeting commences.

B. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Unless there is a State or national emergency already declared for the same reasons, within ten (10) days of taking action on an emergency matter, the City will notify the Attorney General's Office that the emergency meeting took place.

Section 7. Term

This Resolution shall sunset upon adoption of the 2026 Open Meetings Act Resolution, making it unnecessary to rescind.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Open Meetings Act 2025

FIR No. 10635.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Open Meetings Act 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): City Clerk

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 11/20/2024 **Phone:** (505) 955-6327

Reviewed by City Attorney: [signature] **Date:** Dec 6, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Dec 6, 2024

Summary:
The purpose of this Resolution is to comply with the Open Meetings Act (OMA) by adopting annual OMA notice requirements for 2025. The Resolution shall sunset upon adoption of the 2026 Open Meetings Act resolution.

Departments Affected:
Governing Body, City Clerk's Office, and Departments supporting policy making bodies.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the Governing Body would fail to comply with the OMA requirement that it adopt notice requirements for meetings governed by the OMA.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution sunsets upon the adoption of the 2026 Open Meetings Act resolution.

Performance and Administrative Implications:
Compliance with the OMA is required for the decisions of policy making bodies to be final and binding.

Fiscal Implications:
OMA does not require stenographers, but it does require minutes and funds for stenographers who take minutes come from the General Fund and are included in the City Clerk's budget for FY25.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$38,700	$38,700	$38,700				
Operating	$	$	$				$
Total:	$	$	$				$116,100

Expenditure Narrative:
The City Clerk's Office allocated $38,700 for stenographer costs associated with providing minutes to certain committees including Governing Body, Planning Commission, Historic Districts Review Board, Archaeological Review Committee and Board of Adjustment.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Andrea Salazar

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 7, 2024

To: Governing Body and Quality of Life Committee

From: Kyle Hibner, Assistant City Attorney

Via: Erin K. McSherry, City Attorney EM

RE: Mufflers Technical Correction

EXECUTIVE SUMMARY:
The bill would relocate sub-paragraphs A through G in Article I ("Definitions") in the Uniform Traffic Ordinance ("UTO"), Section 12-1-23.1, to Section 12-10-1.10 of Article X ("Vehicle Regulations"), "Mufflers - Prevention of Noise - Emission Control Devices". This change is technical in nature because the sub-paragraphs contain regulations for mufflers. The placement of regulations in a definitions section does not make sense and has contributed to instances of confusion.

BACKGROUND
In 2023, the Governing Body amended Section 12-1 via Ordinance 2023-2. It appears that a heading error resulted in the information being placed in Section 12-1-23.1 of Article I, "Definitions", rather than where it was intended: Section 12-10-1.10 of Article X "Mufflers- Prevention of Noise- Emission Control Devices".

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2024-20

INTRODUCED BY:

Councilor Signe Lindell

Councilor Pilar Faulkner

underscored material = new [~~bracketed material~~] = delete

A BILL

MAKING A TECHNICAL CORRECTION; RELOCATING SUBPARAGRAPHS A-G OF SECTION 12-1-23.1 OF ARTICLE I ("DEFINITIONS") OF EXHIBIT A, CHAPTER 24, SFCC 1987, TO SECTION 12-10-1.10 OF ARTICLE X ("VEHICLE REGULATIONS") OF THE SAME EXHIBIT.

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

Section 1. Section 12-1-23.1 of Article I ("Definitions") to Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ord. No. 2023-2) is amended to read as follows:

12-1-23.1 FACTORY-INSTALLED EXHAUST OPTION.

"Factory-Installed Exhaust Option" means an exhaust system for a motor vehicle that is offered as an option by the manufacturer and/or dealer to the purchaser that allows the driver of the motor vehicle to adjust the sound levels of the motor vehicle's exhaust. Examples of Factory-Installed Exhaust Option include, but are not limited to, Ford's Active Valve Performance Exhaust and Porsche's Porsche Sports Exhaust.

[~~A. Every motor vehicle shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise, and no person shall use a muffler cutout, muffler bypass, straight-through mufflers that do not contain baffles (including but not limited to glass packs, steel packs, and straight pipes), or similar device upon a motor vehicle on a street in this municipality.~~

~~B. The muffler, emission control equipment or device, engine and power mechanism of every motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke.~~

~~C. Every registered gasoline-fueled motor vehicle manufactured or assembled, commencing with the 1968 models, shall at all times be equipped and maintained in good working order with the factory-installed devices and equipment or their replacements designed to prevent, reduce, or control exhaust emissions or air pollution. Such devices or equipment shall not be modified in a manner which will amplify or increase the noise emitted by the motor of such vehicle above that emitted by a muffler of the type originally installed on the vehicle.~~

~~D. The use of a factory-installed exhaust option is prohibited and violates this ordinance if the noise emitted exceeds the decibel level reading described in Section 10.2-9.~~

~~E. Muffler changes or modification. No person shall sell, offer for sale, install or offer to install, modify or change the exhaust muffler, intake muffler, or any other noise abatement device of a motor vehicle in a way that increases or tends to increase the exhaust fumes, smoke, or noise from a motor vehicle. Such prohibited changes or modifications shall include, but not be limited to cut-outs, by-passes, and straight-through mufflers that do not contain baffles (including but not limited to glass packs, steel packs, and straight pipes).~~

~~F. For a first offense under paragraphs A, B, or C above, a person shall not be convicted if repairs are affected on the motor vehicle and the vehicle passes a compliance test within ninety (90) days of the citation being issued.~~

~~G. The city manager or the city manager's designee shall prescribe the compliance test based on the decibel levels identified as excessive in Section 10.2-9. A person cited under this section may rely on measured decibel levels from the compliance test as an affirmative defense in challenging a citation. (Ord. No. 2023-2 , § 1)~~]

Section 2. Section 12-10-1.10 of Article X ("VEHICLE REGULATIONS") of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 is amended to read as follows:

12-10-1.10 - MUFFLERS—PREVENTION OF NOISE—EMISSION CONTROL DEVICES.

A. Every motor vehicle shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise, and no person shall use a muffler cutout, muffler bypass, straight-through mufflers that do not contain baffles (including but not limited to glass packs, steel packs, and straight pipes), or similar device upon a motor vehicle on a street in this municipality.

B. The muffler, emission control equipment or device, engine and power mechanism of every motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke.

C. Every registered gasoline-fueled motor vehicle manufactured or assembled, commencing with the 1968 models, shall at all times be equipped and maintained in good working order with the factory-installed devices and equipment or their replacements designed to prevent, reduce, or control exhaust emissions or air pollution. Such devices or equipment shall not be modified in a manner which will amplify or increase the noise emitted by the motor of such vehicle above that emitted by a muffler of the type originally installed on the vehicle. (66-3-844 NMSA 1978)

D. The use of a factory-installed exhaust option is prohibited and violates this

ordinance if the noise-emitted exceeds the decibel level reading described in Section 10.2-9.

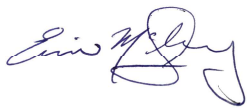
E. Muffler changes or modification. No person shall sell, offer for sale, install or offer to install, modify or change the exhaust muffler, intake muffler, or any other noise abatement device of a motor vehicle in a way that increases or tends to increase the exhaust fumes, smoke, or noise from a motor vehicle. Such prohibited changes or modifications shall include, but not be limited to cut-outs, by-passes, and straight-through mufflers that do not contain baffles (including but not limited to glass packs, steel packs, and straight pipes).

F. For a first offense under paragraphs A, B, or C above, a person shall not be convicted if repairs are affected on the motor vehicle and the vehicle passes a compliance test within ninety (90) days of the citation being issued.

G. The city manager or the city manager's designee shall prescribe the compliance test based on the decibel levels identified as excessive in Section 10.2-9. A person cited under this section may rely on measured decibel levels from the compliance test as an affirmative defense in challenging a citation. *

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2024/Bills/2024)/Technical Amendment Muffler Noise Violation

FIR No. 10623.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

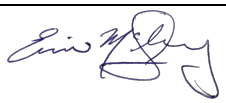
Short Title(s): Muffler Regulation Technical Corrections

Sponsor(s): Councilor Signe Lindell and Councilor Pilar Faulkner

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Kyle Hibner, Assistant City Attorney **Date:** 10/07/2024

Phone: (505) 955-5195

Reviewed by City Attorney:  **Date:** Nov 8, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Nov 8, 2024

Summary:
The bill would make a technical correction to Article I, "Definitions," in the Uniform Traffic Ordinance ("UTO"), Section 12-1-23.1, to relocate sub-paragraphs A through G and relocate them in Section 12-10-1.20, of Article X, "Mufflers – Prevention of Noise – Emission Control Devices", which contains regulations for mufflers. Paragraphs A through G are regulatory in nature, and they do not contain definitions. Their placement in a section devoted to definitions has caused confusion.

Departments Affected:
City Attorney's Office (Prosecutor), Community Health and Safety Department (Santa Fe Police Department), and Municipal Court.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then sub-paragraphs A though G which outline rules regarding mufflers, would remain in the "Definitions" in Section 12-1-23.1 of Article I.

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

Performance and Administrative Implications:
None Identified.

Fiscal Implications:
None Identified.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: kjhibner@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 25, 2024

To: Governing Body, Quality of Life Committee

From: Kyle Hibner, Assistant City Attorney

Via: Erin McSherry, City Attorney EM

RE: Change Fee Schedule for Muffler Noise Violation

EXECUTIVE SUMMARY:

The proposed bill would amend Schedule A of Exhibit A to Chapter 24, SFCC 1987, the Uniform Traffic Ordinance ("UTO"), to increase the penalties for first-time offenses of muffler noise violations, described in Section 12-10-1.10, from one-hundred dollars ($100.00) to five-hundred dollars ($500.00). The bill would also eliminate the concept of a graduated penalty scale, which currently employs a "2nd Offense" category resulting in a two-hundred fifty-dollar ($250.00) fine and after that, a "Subsequent Offenses" category resulting in a five-hundred-dollar ($500.00) fee. Instead, the bill proposes to eliminate the "Second Offense" category altogether and implement a five-hundred-dollar ($500.00) fee for any Muffler Noise Penalty Ordinance offenses after the first violation.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2024-13

INTRODUCED BY:

Councilor Signe Lindell

Councilor Pilar Faulkner

underscored material = new [~~bracketed material~~] = delete

A BILL

AMENDING SCHEDULE A OF THE UNIFORM TRAFFIC ORDINANCE TO INCREASE PENALTIES FOR MUFFLER NOISE VIOLATIONS, ELIMINATE A DISTINCTION BETWEEN THE CATEGORIES "SECOND OFFENSE" AND "SUBSEQUENT VIOLATIONS", RECOGNIZE COMMUNITY SERVICE IS AN ALTERNATIVE TO ALL TRAFFIC VIOLATION PENALTIES UNDER THE CITY'S GENERAL PENALTY, AND ESTABLISH AN EFFECTIVE DATE.

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

Section 1. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ord. No. 2023-2, as amended) is amended to read:

SCHEDULE A - TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE

ADOPTED: July 12, 2006 – Ord. No. 2006-24

AMENDED: March 25, 2009 – Ord. No. 2009-11

February 10, 2010 – Ord. No. 2010-2

June 29, 2011 – Ord. No. 2011-23

August 13, 2014 – Ord. No. 2014-26

February 24, 2021 – Ord. No. 2021-2

July 13, 2022 - Ord. No. 2022-11

January 25, 2023 - Ord. No. 2023-2

July 17, 2024 - Ord. No. 2024-4

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Schedule B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon late conviction shall not exceed the penalty assessment established for the particular penalty assessment misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated in Section 1-3.1 and shall not exceed ninety days. (Ord. No. 2021-2, § 24)

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

COMMON NAME OF OFFENSE	SECTION VIOLATED	PENALTY ASSESSMENT
Obedience To Traffic-Control Devices/Failure To Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	
A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00

B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A. above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving On Right Side Of Street	12-6-2.1	$25.00
Overtaking A Vehicle On The Left	12-6-2.3	$25.00
Limitations On Overtaking On The Left	12-6-2.4	$25.00
Overtaking A Vehicle On The Right	12-6-2.6	$25.00
No Passing Zones/Restrictions On Passing	12-6-2.7	$25.00
Streets Laned For Traffic	12-6-2.12	$25.00
Following Too Closely	12-6-2.13	$25.00
Driving On Divided Streets	12-6-2.14	$25.00
Driving Vehicle On Or Across Bicycle Lane Or Path.	12-6-2.17	$25.00
Turning Left At Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure To Yield	12-6-4.3	$25.00

Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience To No-Turn Signs	12-6-5.4	$25.00
Limitations On Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting A Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure To Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane.	12-6-5.11	$25.00
Stopping, Standing & Parking	12-6-6	See [~~Exhibit~~] <u>Schedule</u> B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping For School Bus	12-6-7.3	$100.00
Failure To Stop At Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations On Backing	12-6-12.9	$25.00

Restriction On Use of Video In Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including handheld mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
Permitting Unauthorized Persons To Drive	12-6-12.23	$25.00
Destructive Material On Roadway/Failure To Secure Load	12-6-13.5	$100.00
Improper Opening Of Doors	12-6-13.8	$25.00
Child Restraint Device Or Safety Belt	12-6-13.12	$100.00
Mandatory Use Of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Littering	12-6-13.15	$300.00
Jaywalking	12-6-14.1 through 12-6-14.8	$25.00
Windshield	12-10-1.12	$25.00
When Lighted Lamps Are Required	12-10-1.3	$25.00
Headlamps On Vehicles	12-10-1.5	$25.00
Dimming Of Lights	12-10-1.6	$25.00

Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention of Noise	12-10-1.10	[~~$100.00~~] $500.00
[~~Mufflers, Prevention of Noise, 1st Offense~~	~~12-10-1.10~~	~~$100.00~~
~~2nd Offense~~		~~$250.00~~
~~for subsequent offenses~~		~~$500.00~~]
Lamp or Flag On Projection Load	12-10-1.11	$25.00
Windshield Must Be Unobstructed and Equipped with Wipers and Windows Must Be Transparent	12-10-1.12	$25.00
Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

Section 4. Effective Date.

This ordinance shall go into effect ninety (90) days after adoption.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10607.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Change Fee Schedule for Muffler Noise Violation

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City or Santa Fe Police Department

Staff Completing FIR: Kyle Hibner, Assistant City Attorney **Date:** 8/15/2024

Phone: (505) 955-5195

Reviewed by City Attorney: _____ **Date:** Nov 8, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Nov 8, 2024

Summary:
The proposed bill would amend Schedule A of Exhibit A to Chapter 24 of the City's Code, the Uniform Traffic Ordinance, to increase the penalties described in 12-10-1.10 for first time offenses of muffler noise violations from $100.00 to $500.00. The bill would also eliminate the current gradual scale which increases fine amounts for successive penalties and instead would implement a $500.00 fee for any offense of the Muffler Noise Penalty ordinance.

Departments Affected:
Santa Fe Police Department and Municipal Court.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will continue to impose the current fines for noise violations.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Bill No. 2024-20 makes technical corrections to Section 12-10-1.10.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
***According to data provided by the Santa Fe Municipal Court ("SFMC"), from April 2023 through September 2024, the Santa Fe Police Department issued 206 citations for muffler violations. The SFMC's judges (elected and pro tem) found defendants guilty in 114 of the 206 citations. In 38 muffler violation cases, the judges imposed a fine. In 2 of those 38 cases, the judges imposed a fine of $250, and in one case the judge imposed a $500 fine. For the 17 months of data, the monthly average number of cases in which judges imposed a fine is approximately 2.25 cases a month. Therefore, in a calendar year, the number of

cases in which the judge fines the defendant is approximately 27 cases, or $13,500 in fines. However, it is difficult to predict the number of violations for future years and if the court would impose a fine or defer the sentence or impose community service.

Fiscal Impact

***See above 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:

*****See Fiscal Implications narrative.**

Signature:

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