Agenda **Regular Meeting of the Finance Committee**
June 8, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording*, if created,* of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
7. Action Items: Consent Agenda

   a. Request for Approval of the May 26, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

      Committee Review:
      Finance Committee: 06/08/2026

   b. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $150,000 from General Fund to Tourism/Lodging Tax Fund for Fiscal Year 2026 Downtown Security Contract. (Andrea Phillips, Deputy City Manager; akphilllips@santafenm.gov)

      Committee Review:

Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

c. Request for Approval of Amendment No. 1 to Item #25-0054 with Santa Fe Public Schools to Increase the Compensation by $500,000 for a New Total Amount of $1,700,000 for Santa Fe Public Schools Work Based Learning Internship Programming. (Lizzy Portillo, Economic Development Specialist II; emportillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

d. Request for Approval of a Joint Funding Agreement with the United States Department of the Interior U.S. Geological Survey in the Total Amount of $135,137 for the Continuation of a Joint Study Between the City of Santa Fe and U.S. Geological Survey for Water Resource Investigation for a Two-Year Term. (Alan Hook, Water Resource Coordinator; aghook@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

e. Request for Approval of a Cooperative Project Agreement with the New Mexico Department of Transportation to Construct Phase I of S100880 Rail Trail Intersection Improvements Project using Federal Highway Administration Funding in the Total Amount of $300,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $256,320 to Complete Streets FY26 Revenue and Expenses.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

f. Request for Approval of a Cooperative Project Agreement with New Mexico Department of Transportation to Design S100900 Acequia Trail Extension from Otowi to La Cieneguita Using Federal Highway Administration Funding in the Total Amount of $250,000 through December 31, 2028. (Romella Glorioso-

Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $213,600 to Complete Streets FY26 Revenue and Expenses.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

g. Request for Approval of a Cooperative Project Agreement with the New Mexico Department of Transportation to Conduct the Location Study Phases A and B for S100890 St. Michael's Drive Reconstruction Project Using Federal Highway Administration Funding in the Total Amount of $400,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $341,760 to Complete Streets FY26 Revenue and Expenses.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

h. Request for Approval of Construction Contract with Jocelyn Water and Sewer, LLC for the Santa Fe River Improvements at Cristobal Colon in the Amount of $767,195 through June 30, 2030. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

i. Request for Approval of Amendment No. 1 to Item #25-0373 with Vertosoft, LLC to Increase the Compensation by $209,278.24 for a New Total Amount of $1,035,141.40 for Additional OpenGov Enterprise Asset Management Software Domains. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) from the Water Enterprise Fund to Public Utilities Administrative Software in the Total Amount of $84,705.

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

j. Request For Approval to Charge a Passenger Facility Charge for Santa Fe Regional Airport in the Total Amount of $3 per Passenger. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov and Paulette Ortiz, Administrative Grant Administrator; pkortiz@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

k. Request for Approval of Amendment No. 4 to Item #22-0303 with Condor – New Age Logistics, LLC for Security Guard Services at City Facilities to Increase Compensation by $2,200,000 for a New Total Amount of $8,800,000 and Extend the Term to June 30, 2028. (Travis Dutton-Leyda, Chief Procurement Officer; tkduttonleyda@santafenm.gov and Denise Gabaldon, Contracts Supervisor; rdgabaldon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

l. Request for Approval of Amendment No. 3 to Item #22-0301 with Arrowhead Security dba Vet-Sec Protection Agency for Security Guard Services at City Facilities to Increase Compensation by $2,200,000 for a New Total Amount of $12,100,000 and Extend the Term to June 30, 2028. (Travis Dutton-Leyda, Chief Procurement Officer; tkduttonleyda@santafenm.gov and Denise Gabaldon, Contracts Supervisor; rdgabaldon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/01/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

m. Request for Approval of Amendment No. 2 to Professional Services Contract Item #25-0217 With Urban Alchemy to Increase the Amount of Compensation by $522,000 for a New Total Amount of $2,020,303 for Shelter Operations of Homeless Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/03/2026

Finance Committee: 06/08/2026
Governing Body: 06/10/2026

n. Request for Approval of Amendment No. 2 to Professional Services Contract Item #24-0490 with Interfaith Community Shelter Group to Increase Compensation by $780,000 for a New Total Amount of $2,310,000 and Extend the Term through June 30, 2027 to Provide Aid in Operations at Consuelo's Place Shelter. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

o. Request for Approval of a Professional Services Agreement with Homewise, Inc. to Administer the Community Energy Efficiency Development (CEED) Program for Eligible Low-Income Households in the City of Santa Fe Utilizing State of New Mexico CEED Grant Funds Awarded through the Energy Conservation and Management Division of the Energy, Minerals and Natural Resources Department, in the Total Amount of $1,254,170 through December 30, 2027. (Erica Renaud, Sustainability Supervisor, enrenaud@santafenm.gov)

Committee Review:
Finance Committee: 06/08/2026
Governing Body: 06/10/2026

p. Request for Approval of a Professional Services Contract with Urban Alchemy for Operation of an Emergency Homeless Shelter in the Total Amount of $1,343,993 for a Six-Month Term. (Kristen Woods, Youth and Family Services Program Manager; Krwoods@santafenm.gov)

Committee Review:
Finance Committee: 06/08/2026
Governing Body: 6/10/2026

q. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Amanda Chavez)
A Resolution Removing "Pilot" Status from the Wellness Leave Pilot Program, Establishing Personnel Rules 13.91 and 13.92 as Permanent, and Adding a Requirement that Employees Complete all Required Trainings to Remain Eligible to Receive Wellness Day Leave. (Alvin Valdez, Benefits and Wellness Manager; aavaldez1@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/27/2026
Quality of Life Committee: 06/03/2026
Finance Committee: 06/08/2026

Governing Body: 06/10/2026

8. Discussion Items

    a. FY2027 Annual Budget: Governing Body Strategic Review and Feedback. (Councilor Pilar Faulkner)

9. Matters from Staff

10. Matters from the Committee

11. Matters from the Chair

12. Next Meeting: Monday, June 22, 2026

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.

Regular Meeting of the Finance Committee
May 26, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Faulkner at 5:02 PM, on Tuesday, May 26, 2026, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Alma Castro
Councilor Paul Bustamante

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING
Councilor Patricia Feghali
Andrea K. Phillips, Deputy City Manager and Interim Finance Director
Erminia M. Tapia, Business Operations Manager
Destiny C. Duran, Administrative Manager

3. Approval of Agenda

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to Approve.

VOTE The motion Passed on a roll call vote.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Castro, seconded by Councilor Garcia, to Amend.

VOTE The motion Passed on a roll call vote.

The following item was pulled for discussion:

- Item 7j

5. Public Comment

6. Presentations

7. Action Items: Consent Agenda

    a. Request for Approval of the May 11, 2026, Finance Committee Meeting Minutes. (Erminia Tapia, Business Operations Manager; emtapia@santafenm.gov)

    Committee Review:
    Finance Committee: 05/26/2026

Approved on Consent.

    b. Request for Approval of a General Services Contract with Thatcher Company, Inc. for the Purchase of Sodium Hypochlorite Supply to Treat Microorganisms for the Wastewater Treatment Plant in the Total Amount of $2,000,000 for a Four-Year Term. (Paul Heerbrandt, P.E, Engineer Supervisor; pfheerbrandt@santafenm.gov)

    Committee Review:
    Finance Committee: 05/26/2026
    Governing Body: 05/27/2026

Approved on Consent.

    c. Request for Approval of a General Services Contract with PVS DX Inc. for the Purchase of Sodium Hypochlorite Supply to Treat Microorganisms for the Wastewater Treatment Plant in the Total Amount of $2,000,000 for a Four-Year Term. (Paul Heerbrandt, P.E, Engineer Supervisor; pfheerbrandt@santafenm.gov)

    Committee Review:
    Finance Committee: 05/26/2026
    Governing Body: 05/27/2026

Approved on Consent.

    d. Request for Approval of a Real Estate Donation Agreement with The Supreme Court Building Commission of The State of New Mexico to Donate the Public Alley Located on the North Side of East De Vargas Street for the Purpose of Enhancing Security of The Supreme Court Building, Its Judges, Staff, and Invitees. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

    Committee Review:
    Finance Committee: 05/26/2026
    Governing Body: 05/27/2026

Approved on Consent.

e. Request for Approval of Grant Agreement FTA G-34 with the U.S. Department of Transportation via the Section 5307 Operating Assistance Formula Grant Program in the Total Amount of $2,167,799 through December 31, 2027. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $2,167,799 from the FTA Grant to Transit Revenue.

Committee Review:
Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

Approved on Consent.

f. Request for Approval of a Budget Adjustment Request (BAR) to Reduce Grant Revenue from the New Mexico Local Match Grant from the New Mexico Department of Finance and Administration in the Total Amount of $2,558,970 for FY26. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

Approved on Consent.

g. Request for Approval of a Grant Agreement with New Mexico Office of the State Engineer in the Total Amount of $1,354,479 for Planning and Design for the Rehabilitation of McClure Dam Award No. MG26-91655 with a Reversion Date of September 24, 2027. (Taylor Jurgens, Engineer; tyjurgens@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

Approved on Consent.

h. Request for Approval of a Special Appropriation Grant Agreement with the New Mexico Office of the State Engineer to Reimburse Fiscal Year 2026 Costs Associated with Critical Maintenance and Improvements at Nichols Dam in the Total Amount of $2,000,000 through June 30, 2026. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 05/18/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

Approved on Consent.

i. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Jamie Cassutt, Councilor Amanda Chavez, Mayor Michael Garcia)
A Resolution Approving the Adoption of the Santa Fe Midtown Metropolitan Redevelopment Area Plan. (Carly Venditti, Midtown Redevelopment Agency Department Deputy Director; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/13/2026
Public Works and Utilities Committee: 05/18/2026
Quality of Life Committee: 05/20/2026
Finance Committee: 05/26/2026
Metropolitan Development Commission: 06/03/2026
Economic Development Advisory Committee: 06/03/2026
Governing Body (Public Hearing): 06/10/2026

Approved on Consent.

j. CONSIDERATION OF BILL NO. 2026-9. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Pilar Faulkner, Councilor Lee Garcia, Councilor Amanda Chavez)
A Bill Amending Subsection 12-6-12.3 of Article VI of the Uniform Traffic Ordinance ("UTO") to Eliminate Minimum Penalties for Reckless Driving and Raising Maximum Penalties From Twenty-Five Dollars ($25) to Two Hundred and Fifty Dollars ($250) for First Convictions and From Three Hundred Dollars ($300) to Five Hundred Dollars ($500) for Second or Subsequent Convictions; Creating a New Subsection 12-6-12.4A of Article VI of the UTO, Exhibit A to Chapter 24, SFCC 1987 to Define, Criminalize, and Penalize "Aggressive Driving"; Amending the UTO's Schedule a Traffic Violation Penalty Assessment Schedule to Increase Certain Penalties, to Specify that all Reckless Driving Fines, Aggressive Driving Fines, as Well as all Schedule A Penalties (Except for Those Dedicated to Traffic Calming) Shall be Split Equally Between the Law Enforcement Fund and the Fire Support Services Fund, and to Require a Mandatory Court Appearance for Violations Related to Aggressive Driving; Creating a New Subsection 12-6-12.25 of Article VI "Engaging in Prolonged, Deliberate, and/or Excessive Tailing of Another Vehicle" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.26 of Article VI "Unsafe Sudden Stops" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.27 of Article VI "Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 04/29/2026
Governing Body (Public Comment): 05/13/2026
Quality of Life Committee: 05/20/2026
Finance Committee: 05/26/2026
Governing Body (Public Hearing): 06/10/2026

MOTION A motion was made by Councilor Garcia, seconded by Councilor Faulkner, to Approve.

VOTE The motion Passed on a roll call vote.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to Approve Amendment B.

VOTE The motion Passed on a roll call vote.

8. Action Items: Discussion Agenda

   a. Request for Approval of a Memorandum of Agreement with Santa Fe County Designating the City as Lead Agency for Funding Applications, Project Administration and Construction of the Henry Lynch Road Reconstruction and Roundabout Project, Including Portions within County Jurisdiction. (Romella Glorioso-Moss, Complete Streets Capital Project Manager, rsglorioso-moss@santafenm.gov)

   Committee Review:
   Finance Committee: 05/26/2026
   Governing Body: 05/27/2026

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante, to Approve.

VOTE The motion Passed on a roll call vote.

   b. Request for Approval of Amendment No. 2 to General Plan Update Contract Item #24-0352 with WSP USA Inc. to Increase the Compensation by $649,125.00 for a New Total Amount of $2,691,220.56 to Expedite the Project Schedule, Provide Additional Public Engagement and Enhance Functionality of the Digital User Platform. (Heather Lamboy, Planning and Land Use Department Director; hllamboy@santafenm.gov and Janice Biletnikoff, Long-Range Strategic Planner; jibiletnikoff@santafenm.gov).

   Committee Review:
   Finance Committee: 05/26/2026
   Governing Body: 05/27/26

MOTION A motion was made by Councilor Castro, seconded by Councilor Cassutt, to Approve.

VOTE The motion Passed on a roll call vote.

   c. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
   A Resolution Adopting the City of Santa Fe's Fiscal Year 2026/2027 Operating Budget for the City of Santa Fe. (Andy Hopkins, Budget officer; ajhopkins@santafenm.gov)

   Committee Review:

Governing Body (Introduced): 05/13/2026
Special Governing Body (Budget Hearing): 05/14/2026
Special Governing Body (Budget Hearing): 05/15/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante, to Approve Amendment A.

VOTE The motion Passed on a roll call vote.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to Approve Resolution.

VOTE The motion Passed on a roll call vote.

9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Monday, June 8, 2026
13. Adjourn

Meeting Adjourned at 5:56 P.M.

ERMINIA TAPIA
Liaison

Chair

Memorandum

DATE: May 26, 2026

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

VIA: Brian Moya, Interim City Manager Brian J Moya

FROM: Andrea Phillips, Deputy City Manager/Acting Finance Director Andrea Phillips
Randy Randall, Tourism Director Randy Randall

SUBJECT: FY26 BAR for Downtown Security Utilizing $150,000 in General Fund Reserves to Match $150k in Tourism/Lodging Tax

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REQUESTED ACTION
Request for approval of a Budget Adjustment Request to utilize $150,000.00 from Fund 100 (General Fund) in the amount of $150,000.00 to Fund 213 (Tourism/Visit Santa Fe) for the remainder of FY26 for downtown security. The contract is managed by Visit Santa Fe (Tourism Department). General Funds will be utilized to assist with providing services.

BACKGROUND/SUMMARY
Additional security has been provided by a private security firm for the downtown area. Funds for the contract are derived primarily from Tourism (lodging tax), with General Fund providing the balance. The contract allows for additional security presence and patrols in defined areas. The average cost per month is roughly $60-$80k. An additional $300,000 is necessary to fund the remaining months of the fiscal year, with half of the balance provided by Tourism funds.

ATTACHMENTS:
Budget Adjustment Request (BAR) Form

City Council
Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Signature: ANDREA PHILLIPS (May 27, 2026 08:50:34 MDT)

Email: akphillips@santafenm.gov

Signature: Randy Randall (May 27, 2026 09:12:17 MDT)

Email: rrandall@santafenm.gov

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
City Manager / Tourism	4/21/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Visit Santa Fe / Service Contracts	2130523	510310		150,000	
City Manager's Office / Operating Transfer to Visit Santa Fe	1000035	750213		150,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Visit Santa Fe / Operating Transfer from City Manager's Office (General Fund)	2130523	650100		(150,000)	
				$ 150,000	$ -

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

Appropriation from General Fund reserves to provide additional funding for the downtown security contract; funding to be transferred to Tourism/Visit Santa Fe as that Department will continue to administer the contract.

[see attached memo]

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(150,000)
TOTAL:	**(150,000)**

Andy Hopkins
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

BRIAN MOYA
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ANDREA PHILLIPS (Apr 24, 2026 12:22:58 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

The Purchasing Memo

Date: May 15, 2026

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

From: Elisa Portillo, Economic Development Specialist

Via: Johanna Nelson, Economic Development Director Johanna Nelson (May 15, 2026 14:59:29 MDT)

Subject: Amendment to SFPS Work-Based Learning (WBL) contract

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of Amendment #1 to Contract no. 3250347 with The Santa Fe Public Schools for The Santa Fe Public Schools Work Based Learning (WBL) Internship Programming Amendment #1 by $500,000, not to exceed for a total compensation of $1,700,000 for a term of 4 years.

CONTRACT NUMBER:

The Munis contract number is 3250347

BACKGROUND AND SUMMARY:

The Office of Economic Development (OED) was awarded $1.2 million in one-time funding in Fiscal Year 2025 to continue support for the Santa Fe Public Schools Work-Based Learning (WBL) Internship Program, previously funded through the American Rescue Plan Act (ARPA). **In Fiscal Year 2026, OED received an additional $500,000 in one-time funding to sustain WBL internship programming, with funds estimated to be fully expended by March 2027.**

This professional services contract amendment will ensure the continuation of mentorship, job training, and other critical support services for high school students, including those at high risk of suspension or expulsion. Program components include business outreach, staffing support, supplies, event coordination, student mentoring, soft skills and life skills training, internship placement services, and paid internship opportunities.

Quarterly economic impact reporting will be required for this project.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: **[212 ED Fund]**

Munis Org Name/Number: [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]

Budget Officer / Designee: Andy Hopkins **Date:** 05/20/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

An exempt determination was received from Travis Dutton-Leyda Chief Procurement Office December 12, 2024 (See original contract). The existing contract, #3250347 expires on February 23, 2029.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/22/2026

AP (May 20, 2026 07:57:41 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Amendment
Certificate of Insurance

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3250347

Original City Clerk Item Number: 25-0054

Work based learning internship

This AMENDMENT No. 1 (Amendment) amends the CITY OF SANTA FE CONTRACT, dated 2/13/2025 (Contract), between the City of Santa Fe (City) and SANTA FE PUBLIC SCHOOLS. (Contractor). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide work-based learning internships.

B. Pursuant to the Amendment Article of the original 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:

Updated sections below to modify or replace the corresponding sections listed in the contract.

2. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000) so that Article 3 section A and B reads in their entirety as follows.

A. The City shall pay to the Contractor for services satisfactorily performed a total of one million seven hundred thousand dollars ($1,700,00) – such compensation is not to exceed (1,700,000), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,700,000).

B. Payment. The total compensation under this Agreement shall not exceed one million seven hundred thousand ($1,700,000) excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor this Agreement shall equal the amount

stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Peter McWain

PETER MCWAIN

EXEC DIRECTOR OF CURRICULUM & INSTRUCTION

DATE: May 5, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews

Ruby Crews (May 5, 2026 11:53:48 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 22, 2026 11:30:05 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

work_based_learning_internship-SFPS

Final Audit Report 2026-05-05

Created:	2026-04-27
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6YoZvFvXLSgtZmnY0TumdHLIT-teZAgi

"work_based_learning_internship-SFPS" History

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Agreement completed.
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Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2025

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

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

PRODUCER	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 4500 Park Granada #206 Calabasas, CA 91302	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	99803
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501	INSURER B : SAFETY NATIONAL	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0028	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4066664	07/01/2025	07/01/2026	[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
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.
Work based learning student internships.

CERTIFICATE HOLDER

City of Santa Fe Office of Economic Development
200 W De Vargas St
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence (excluding Medical)
$1,050,000 Combined Limit/Maximum Liability

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CITY OF SANTA FE

The Purchasing Memo

Date: January 16, 2025

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

From: Lizzy Portillo, Economic Dev. Specialist; Johanna Nelson, Director Office of Economic Development

Via: Johanna Nelson, Director Office of Economic Development Johanna Nelson (Jan 17, 2025 15:36 MST)

Subject: Santa Fe Public Schools (SFPS) Work Based Learning (WBL) One Time Funding

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of a Professional Services Contract in the total amount of $1,200,000.00 not to exceed, for the Santa Fe Public Schools Work Based Learning Internship Programming for a term of four years through February 2029 with the Santa Fe Public Schools.

CONTRACT NUMBER:

The FY25 Munis contract number is: #3250347

BACKGROUND AND SUMMARY:

The Office of Economic Development has been awarded One-Time Funding to continue support for the Santa Fe Public Schools Work-Based Learning Internship Programing. Previously funded through the American Rescue Plan Act (ARPA) federal funding, this program has received an additional $1,200,000 allocation of One Time Funding. This professional services contract will ensure continuation of mentorship, job training, and other critical services for high school students, including those at high risk of suspension or expulsion. Key program components include business outreach, support staff, supplies, event support, student mentoring, soft skills and life skills training, internship placements, and paid internships. Economic impact reporting for this project will be required on a quarterly basis.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [212 ED General Fund]

Munis Org Name/Number: [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]

Budget Officer / Designee: Andy Hopkins **Date:** Jan 17, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

The procurement method for this is exempt, the vendor is The Santa Fe Public Schools and has SOW has been determined to be professional services.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Jan 22, 2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Memo
Professional Services Contract
Procurement document: Exemption Determination/Email
CPO Service Determination Email
Horizons Decline
Certificate of Insurance

Item #: 25-0054

Munis Contract #: 3250347

SWPA/GSA/Coop/RFP/ITB#: Exempt

24-25-820-198-1

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 **Santa Fe Public Schools**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-98; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Screen, select, and place Santa Fe Public School (SFPS) junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates. Report quarterly on outcomes, metrics, and deliverables.

1. Intern Placement Services:
    a. Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
    b. Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:
    a. Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
    b. Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
    c. Coordinate interview events to connect interns with potential employers.
    d. Conduct regular visits to internship sites to monitor progress and provide support as needed.

e. Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.
f. Conduct business outreach as needed for opportunities for WBL internships
g. Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:
    a. Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
    b. Procure necessary supplies and materials to support internship activities and events.

4. Metrics and Performance Measures:
    a. Intern Placement Success: 80% of interns successfully placed in industry internships.
    b. Completion Rate: 80% of interns completing their internship assignments.
    c. Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
    d. Event Participation: 90% of interns attending program events.
    e. Provide number of events hosted
    f. Provide number of site visits conducted

5. Billing Structure:
    a. The total cost for the services outlined in the Scope of Work will be $1.2 million, billed in increments upon completion of deliverables. .
    b.

City of Santa Fe Office of Economic Development OED: Santa Fe WBL One Time Funding Project			
Categories for Payment - Deliverables	**SOW**	**Metrics**	**Reporting Due**
Paid internships for Juniors and Seniors + Benefits	• Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries. • Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.	• Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments.	Quarterly

Support Staff + Benefits	• Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates. • Organize and conduct employability skills trainings for interns to develop essential workplace competencies. • Coordinate interview events to connect interns with potential employers. • Conduct regular visits to internship sites to monitor progress and provide support as needed. • Undertake other administrative duties essential to program operations and effectiveness. • Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.	• Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments. • Provide number of invoices reviewed for SFPS WBL • Provide number of site visits conducted	Quarterly
Supplies & Events	• Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings. • Procure necessary supplies and materials to support internship activities and events.	• Event Participation: 90% of interns attending program events. • Provide number of events hosted in quarter	Quarterly

6. Internships at City of Santa Fe:
    a. The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

7. FERPA Requirements:
    a. The City agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

8. Criminal Background Check
    a. For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act:
    Either: By this signature _____ Alan Webber (Feb 24, 2025 17:05 MST)_____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR By this signature _____ Alan Webber (Feb 24, 2025 17:05 MST)_____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
        i. Performance of an internet search on the individual; and
        ii. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.]

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Work Based Learning internships for Santa Fe Public Schools High School Students 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 for services satisfactorily performed a total of one million two hundred thousand dollars ($1,200,000) ~~,~~ such compensation is not to exceed ($1,200,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,200,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed one million two hundred thousand **$1,200,000** excluding New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from 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.

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. 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.

25. 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.

26. 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.

27. 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, 123 E Marcy St Suite 205 Santa Fe, 87504, jcnelson@santafenm.gov

To the Contractor: Jose Villarreal, 1300 Camino Sierra Vista, Santa Fe, NM 87505, jvillarreal@sfps.k12.nm.us

28. 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.

29. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies

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

32. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to,

acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

APPROVED BY SFPS:

01 - 15 - 25

PETER MCWAIN, EXECUTIVE DIRECTOR CURRICULUM & INSTRUCTION

1/16/25

VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING

1/15/25

JOSHUA GRANATA, GENERAL COUNSEL

1/16/25

BEVERLY AGUILAR, DEPUTY CHIEF FINANCIAL OFFICER

HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS

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

CITY OF SANTA FE:

Alan Webber (Feb 13, 2025 12:57 MST)

ALAN WEBBER, MAYOR

CONTRACTOR:
Santa Fe Public Schools

Peter McWain

PETER McWAIN,
EXECUTIVE DIRECTOR OF
CURRICULUM AND INSTRUCTION

DATE: Jan 15, 2025
NMBTIN#: 01-505-914-0006

ATTEST:

ANDREA SALAZAR (Feb , 2025 13:30 MST)

ANDRÉA SALAZAR, CITY CLERK
GB MTG 02/12/2025 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jan 15, 2025 16:35 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

SANTA FE PUBLIC SCHOOLS
ROUTING SLIP

Initiated by: Peter McWain Phone: 505-467-2569 Date: 1/16/2025 Rec'd. by: Marie Gutierrez

SFPS Contract Number: 24-25-820-198-1 Dept./School Name: Curriculum & Instruction
(Fiscal Year-Dept. Code-Agreement #-Type of Contract)

Contractor Name: City of Santa Fe $1,200,000.00 (Incoming Money)

WHEN YOU RECEIVE A PSA, SERVICES CONTRACT, MOU, OR ADDENDUM PLEASE ROUTE ACCORDINGLY

(Person reviewing document should hand-deliver document to next person on the routing slip for review).

Please Keep the Routing Sheet Attached to Original Contract.

PERSON RECEIVING DOCUMENT		INITIALS	DATE
1. **TO: Business Services** (An Agreement number will be assigned, a blue routing slip will be attached, and forwarded to the appropriate Accountant). _X_ Complete Contract: Date, Scope of Services & Compensation. _X_ Comply with Megan's Law. _X_ Comply with Disclosure of Contributions _X_ Contractor's Signature		CRC	1/16/25
2. **TO: Appropriate Accountant** in Business Services for approval & initials for funding source, line item & budget. Accountant will give to CFO to sign off for Business Services.(Business Services will forward to appropriate Executive Team Member).		MB MB	1/16/25
3. **TO:** · Chief Financial Officer, **OR** · Deputy Superintendent, **OR** · Associate Superintendent, **OR** · Chief Operations Officer, **OR** · HR Director	* **AND** Technology Director: if technology is involved. (Technology includes: phones, surveillance equipment computer systems, software, etc.)		
		VR see signature page RM see signature page	1/16/25
4. **TO: Superintendent Office** (when more than $60,000) or Designee for review.		HC see signature page	
5. **TO: Board of Education for approval** (when over $60,000). **For Approval at the _____ Board Meeting** (Date) ☐ **Approved** ☐ **Not Approved**		NA	
6. **TO:** Appropriate Executive Team Member's office will route back to Business Services/Contracts to scan and e-mail to Initiator			
7a. **TO: Initiator** to attach contract with a requisition in the iVisions System for the purchase order processing. ***Please reference the contract # on all requisitions.***			
7b. **TO: Initiator:** (If requisition is *not* required). The Initiator obtains the Contractor's signature & returns the signed original to: Business Services Office; Copies to: Contractor & Initiator. **OR** If PTO/PTC Contract: The Initiator obtains the PTO/PTC President/Vice President's signature & returns the signed original to: Business Services Office; Copies to: PTO/PTC, Initiator and Human Resources.			
8. Original contract and Routing Slip will remain in Business Services/Contract Office. Initiator may obtain copy of contract through iVisions to copy for Contractor			
COMMENTS:			

City of Santa Fe, New Mexico
memo

Date: December 12, 2024

To: Travis Dutton-Leyda, Chief Procurement Officer

Via: Johanna Nelson, Economic Development Director

From: Elisa Portillo, Economic Development Specialist

Subject: Exemption Determination Request, SF Public Schools WBL

Vendor: Santa Fe Public Schools

Exempt: NMSA 1978, Section 13-1-98 (A) City and SF Public Schools

---

Economic Development Department respectfully request exempt determination using NMSA 1978, Section 13-1-98 (A) to be approved by the City's Chief Procurement Officer (CPO), Travis Dutton-Leyda, for robust scope of work (SOW) summarized below:

The City will work directly with Santa Fe Public Schools (SFPS) to screen, select, and place junior and senior high school students in high-value industry internships. Key services include identifying and matching students with opportunities, managing work-based learning (WBL) systems, conducting employability skills training, organizing events, and ensuring program success through metrics such as placement success and completion rates. The program has a $1.2 million budget, billed quarterly, with internships offered based on the City's capacity needs. Compliance with FERPA and stringent background checks ensures a safe environment, with clear safeguards against unsupervised access by individuals with felony convictions or registration as sex offenders.

Term: December 12, 2024 - June 2025

Approved Exemption

12/12/24

Travis Dutton-Leyda, Chief Procurement Officer

PORTILLO, ELISA M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Sunday, December 8, 2024 8:46 PM
To: PORTILLO, ELISA M.
Cc: Purchasing DET; NELSON, JOHANNA C.
Subject: Re: Request for Determination: One Time Funding for Highschool Internships

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening,

This is professional.

Thank you.

Regards,

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

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



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

> On Dec 2, 2024, at 12:05 PM, PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:
>
> Good Afternoon,
>
> Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for highschool students.

Objective:
Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

Key Responsibilities:

1. Intern Placement Services:
  - Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
  - Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:
  - Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
  - Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
  - Coordinate interview events to connect interns with potential employers.
  - Conduct regular visits to internship sites to monitor progress and provide support as needed.
  - Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:
  - Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
  - Procure necessary supplies and materials to support internship activities and events.

Metrics:
- Intern Placement Success: 80% of interns successfully placed in industry internships.
- Completion Rate: 80% of interns completing their internship assignments.
- Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
- Event Participation: 90% of interns attending program events.

Billing Structure:
- The total cost for the services outlined in the Scope of Work will be $1.2 million, billed in quarterly increments of $400,000, with the first payment beginning on December 1, 2024, and the final payment due on June 1, 2025.

Internships at City of Santa Fe
The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

1. The City agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

CRIMINAL BACKGROUND CHECK

For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR
2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
   a. Performance of an internet search on the individual; and
   b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Happy to answer any questions. Thank you for your time.

Respectfully,

Lizzy Portillo
Economic Dev. Specialist
(505)531-7901
City of Santa Fe
Office of Economic Development

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

PORTILLO, ELISA M.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, December 2, 2024 12:15 PM
To: PORTILLO, ELISA M.
Cc: NELSON, JOHANNA C.
Subject: Re: Request for Determination: SOW for High School Internships

Follow Up Flag: Follow up
Flag Status: Flagged

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

Good afternoon Elisa.

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

Best regards,

Matt

Matt Loehman
Executive Director

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

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

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

On Mon, Dec 2, 2024 at 12:07 PM PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

> Good Afternoon Matt,

I hope you are well.

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for high school students.

Objective:

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

Key Responsibilities:

1. Intern Placement Services:

- Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.

- Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

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- Event Participation: 90% of interns attending program events.

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1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and

b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Thank you for your time.

Respectfully,

Lizzy Portillo

Economic Dev. Specialist

City of Santa Fe

Office of Economic Development

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2024

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

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

PRODUCER **Poms & Associates Insurance Brokers** **CA License #0814733** **4500 Park Granada #206** **Calabasas, CA 91302**	**CONTACT NAME:** Risk Services **PHONE (A/C, No, Ext):** (800) 578-8802 **FAX (A/C, No):** (818)449-9449 **E-MAIL ADDRESS:** rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED **New Mexico Public Schools Insurance Authority** **Member: Santa Fe Public Schools** **4110 Old Taos Highway** **Santa Fe, NM 87501**	**INSURER B : Safety National**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0027	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** 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	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=$750K.

Re: Use of Parks and other facilities.

CERTIFICATE HOLDER

City of Santa Fe

,

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** **: Notes**

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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URGENT - SFPS One Time Funding INTERNSHIP PROGRAM

Final Audit Report 2025-01-24

Created:	2025-01-17
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArSDpzMfCv3zoqwmS5AH7Tmzzwg7gDRAe

"URGENT - SFPS One Time Funding INTERNSHIP PROGRAM " History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-01-17 - 10:33:25 PM GMT- IP address: 97.182.130.56

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-01-17 - 10:36:10 PM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-01-17 - 10:36:32 PM GMT- IP address: 104.47.64.254

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-01-17 - 10:36:46 PM GMT - Time Source: server- IP address: 216.207.130.218

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
2025-01-17 - 10:36:48 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-17 - 10:55:40 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-17 - 10:57:54 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
2025-01-17 - 10:57:56 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-21 - 4:58:27 AM GMT- IP address: 172.225.108.151

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-22 - 3:33:27 PM GMT - Time Source: server- IP address: 98.97.112.124

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-22 - 3:33:30 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-24 - 7:54:30 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-01-24 - 8:02:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-01-24 - 8:02:13 PM GMT

GB,_F,_QoL_-_Santa_Fe_Public_Schools_-_Exempt_-_25-0054_(Contract#3250347)_-_Amendment_#1

Final Audit Report 2026-05-22

Created:	2026-05-20
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdRRJUR13P-lfjI5O1SYPQ5pdwl6vboOV

"GB,_F,_QoL_-_Santa_Fe_Public_Schools_-_Exempt_-_25-0054_(Contract#3250347)_-_Amendment_#1" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-20 - 1:55:00 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-20 - 1:57:10 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-20 - 1:57:39 PM GMT- IP address: 63.232.20.2

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-20 - 1:57:41 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-20 - 1:57:44 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-20 - 4:49:16 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-20 - 4:56:49 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-20 - 4:56:52 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-20 - 4:59:56 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-05-22 - 2:51:48 PM GMT - Time Source: server- IP address: 153.66.23.125 - Signature Appearance Selected: IMAGE

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature

2026-05-22 - 2:51:51 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-05-22 - 5:30:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.

2026-05-22 - 5:30:05 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 15, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Alan Hook, Water Resources Coordinator

Via: Jesse Roach, Interim Public Utilities Director
Jonathan Montoya, Interim Water Division Director

Subject: Joint Funding Agreement with USGS

Vendor Name: US Department of Interior (USGS) (NM)

Munis Vendor Number: 2784

ITEM AND ISSUE:

The City of Santa Fe Water Division respectfully requests your review and approval of a Exempt contract in the total amount of $ 135,137.00 excluding tax for continuation of a joint study between the City of Santa Fe and U.S Geological Survey (USGA) for a term of 2 years with US Department of Interior (USGS) (NM).

CONTRACT NUMBER:

The FY26 Munis contract number is: NA

BACKGROUND AND SUMMARY:

The Joint Funding Agreement (JFA), 26RGJFA30, is for the continuation of a joint study between the City of Santa Fe and the U.S. Geological Survey (USGS). The agreement calls for the USGS to continue with these activities:

1. Operate streamflow gages at Santa Fe River above McClure Reservoir and Santa Fe River above Cochiti.
2. Operate and maintain 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water level measurements at SF-3C, SF-4C, and SF-5C.

The JFA amount is $208,679.00, of which $135,137.00 will be provided by the City of Santa Fe and $73,542.00 will be provided by the USGS New Mexico Water Science Center (NMWSC). This funding amount includes $42,366 provided by the City of Santa Fe and $24,516 provided by NMWSC for streamflow gaging & groundwater-level monitoring between Nov. 12, 2025, to June 30, 2026, due to the federal government furlough and negotiations to eliminate certain groundwater well maintenance & monitoring. Furthermore, the term of the agreement was negotiated to begin and end following the state & local fiscal year, instead of the federal fiscal year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT / 505

Munis Org Name/Number: Wtr Rsrcs / 5050387

Munis Object Name/Number: Svc Cntr / 510310

Budget Officer / Designee: Andy Hopkins **Date:** 05/15/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/18/2026

AP
AP (May 15, 2026 14:10:11 MDT)

CPO Comment/Exceptions: 98(A) Government to Government

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: Exemption Determination/Email
Vendor's Quote
Certificate of Liability Insurance (COI)

United States Department of the Interior
U.S. GEOLOGICAL SURVEY
New Mexico Water Science Center
6700 Edith Blvd. NE Bldg. B
Albuquerque, NM 87113

To whom it may concern:

Re: Proof of Liability Insurance for the US Geological Survey

This is to acknowledge that under the Federal Tort Claims Act, the federal government acts as a "self-insurer" and recognizes liability for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties. The United States is liable to the same extent an individual would be in like circumstances. The statute substitutes the United States as the defendant in such a suit, and the United States, not the individual, bears any resulting liability. The "self-insurance rule" dates to the 19th Century and has been stated and applied in numerous decisions of the Comptroller General and the Comptroller of the Treasury. (The United States Government Accountability Office, Principles of Federal Appropriations Law, Volume I, Chapter 4, Section C.10.a.)

The Federal Employees Compensation Act provides the exclusive remedy for federal employee injury or death pursuant to their official duty.

The Contract Disputes Act provides the exclusive remedy for all claims arising from a contract, written or implied.

JUSTIN HAGERTY

Digitally signed by JUSTIN HAGERTY
Date: 2026.05.13 16:38:32 -06'00'

Justin Hagerty
Director, New Mexico Water Science Center

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000333
Agreement #: 26RGJFA30
Project #: RG00GVC
TIN #: 85-6000168

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2026, by the U.S. GEOLOGICAL SURVEY, New Mexico Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF SANTA FE party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to continue with these activities; 1) operate streamflow gages at Santa Fe River above McClure Reservoir and Santa Fe River above Cochiti; and 2) operate and maintain continuous water-level recorders at 11 sites associated with the SF1, SF2, Buckman, and Las Campanas well nests and to continue to make bi-monthly water-level measurements at SF-3C, SF-4C, and SF-5C, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $73,544 by the party of the first part during the period July 1, 2026 to June 30, 2028

(b) $135,134 by the party of the second part during the period July 1, 2026 to June 30, 2028

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000333
Agreement #: 26RGJFA30
Project #: RG00GVC
TIN #: 85-6000168

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeff Cordova
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 350-4174
Fax:
Email: jcordova@usgs.gov

Customer Technical Point of Contact

Name: Mr. Alan G. Hook
Address: 801 W. San Mateo Rd
Santa Fe, NM 87504
Telephone: (505) 955-4205
Fax:
Email: aghook@santafenm.gov

USGS Billing Point of Contact

Name: Esther Torrez
Address: 6700 Edith Blvd NE
Albuquerque, NM 87113
Telephone: (505) 418-6073
Fax:
Email: mvaldez@usgs.gov

Customer Billing Point of Contact

Name: Josefa Bolden
Address: 804 W. San Mateo Rd
Santa Fe, NM 87504
Telephone: (505) 469-5484
Fax:
Email: jxbolden@santafenm.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By ANNE TILLERY Digitally signed by ANNE TILLERY Date: 2026.05.14 15:11:13 -06'00' **Date: 05/14/2026**
Name: Anne Tillery
Title: Acting Director, New Mexico Water Science Center

City of Santa Fe

Signatures

By Marcos Martinez Marcos Martinez (May 15, 2026 09:36:10 MDT) **Date:** May 15, 2026
Name: Marcos Martinez
Title: City Attorney

By ANDREA PHILLIPS (May 18, 2026 14:54:00 MDT) **Date:** 05/18/2026
Name: Andrea Phillips
Title: Interim City Finance Director

By_____ **Date:** _____
Name: Michael Garcia
Title: Mayor

By_____ **Date:** _____
Name: Geralyn Cardenas
Title: City Clerk

Project Funding and Costs
July 1, 2026-June 30, 2027

Total Funding
$104,339

City of Santa Fe $67,567

U.S. Geological Survey $36,772

Funding Breakdown by Program Element

Program Element

Streamflow gages

Streamflow gages		**State FY 2027 July 1, 2026 – June 20, 2027**		
Station Number	**Station Name**	**Santa Fe**	**USGS**	**Total**
08315480	Santa Fe River above McClure Reservoir	$18,156.50	$10,917.00	$29,073.50
08317200	Santa Fe River above Cochiti Lake	$18,156.50	$10,917.00	$29,073.50
		$36,313.00	$21,834.00	$58,147.00
Total Streamflow gages 2027				**$58,147.00**

Groundwater-level monitoring

Water-level monitoring		**State FY 2027 July 1, 2026 – June 20, 2027**		
		Santa Fe	**USGS**	**Total**
	Operation and maintenance of 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water-level measurements at SF-3C, SF-4C and SF-5C.	$31,254.00	$14,938.00	$46,192.00
		$31,254.00	$14,938.00	$46,192.00
Total Water-level monitoring 2027				**$46,192.00**

Project Funding and Costs
July 1, 2027-June 30, 2028

Total Funding
$104,339

City of Santa Fe $67,567

U.S. Geological Survey $36,772

Funding Breakdown by Program Element

Program Element

Streamflow gages

Streamflow gages		**State FY 2028 July 1, 2027 – June 20, 2028**		
Station Number	**Station Name**	**Santa Fe**	**USGS**	**Total**
08315480	Santa Fe River above McClure Reservoir	$18,156.50	$10,917.00	$29,073.50
08317200	Santa Fe River above Cochiti Lake	$18,156.50	$10,917.00	$29,073.50
		$36,313.00	$21,834.00	$58,147.00
Total Streamflow gages 2028				**$58,147.00**

Groundwater-level monitoring

Water-level monitoring		**State FY 2028 July 1, 2027 – June 20, 2028**		
		Santa Fe	**USGS**	**Total**
	Operation and maintenance of 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water-level measurements at SF-3C, SF-4C and SF-5C.	$31,254.00	$14,938.00	$46,192.00
		$31,254.00	$14,938.00	$46,192.00
Total Water-level monitoring 2028				**$46,192.00**

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Mexico Water Science Center
DUNS 025287520
6700 Edith Blvd. NE Bldg B
Albuquerque, NM 87113

May 14, 2026

Alan G. Hook
Water Resources and Conservation Section
City of Santa Fe
801 West San Mateo
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Mr. Hook,

Enclosed is Joint Funding Agreement (JFA), 26RGJFA30 for the period July 1, 2026 to June 30, 2028. The JFA is for the continuation of a joint study between the City of Santa Fe and the U.S. Geological Survey (USGS). The agreement calls for the USGS to continue with these activities: 1) operate streamflow gages at Santa Fe River above McClure Reservoir and Santa Fe River above Cochiti; and 2) operate and maintain continuous water-level recorders at 11 sites associated with the S1, S2, Buckman, and Las Campanas well nests and to continue to make bi-monthly water-level measurements at SF-3C, SF-4C, and SF-5c.

The JFA amount is $208,678, of which $135,134 will be provided by the City of Santa Fe and $73,544 will be provided by the USGS New Mexico Water Science Center (NMWSC).

If you concur, please sign and return a copy of the JFA to this office for processing. Work performed with funds from this agreement will be conducted on a fixed price basis. The City of Santa Fe will be billed quarterly for work completed as part of the agreement.

If you have any questions concerning the streamflow gages on this project, please call Mr. Jeff Cordova at (505) 830-7985. If you have any questions concerning the groundwater-level monitoring on this project, please call Mr. Erik Storms at (505) 830-7925. Administrative questions should be addressed to Ms. Esther Torrez at (505) 418-6073.

Sincerely,

ANNE TILLERY

Digitally signed by ANNE TILLERY
Date: 2026.05.14 15:10:44 -06'00'

Anne Tillery
Acting Director

From: DUTTON-LEYDA, TRAVIS K.
To: BRITT, AMANDA P.; Purchasing DET
Cc: HOOK, ALAN G.; SCHNEIDER, WILLIAM H.; RADOSAVLJEVIC, ANDREA I.
Subject: Re: Federal Joint Funding Agreement
Date: Wednesday, May 13, 2026 5:12:06 PM
Attachments: image.png
Outlook-ceny31pk.png

Hi Amanda, government to government contracts are exempt.

Thank you.

Regards,

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:
[ERP] https://cityofsantafenm.tylerportico.com/va/vendor-access
[OpenGov - eProcurement] https://procurement.opengov.com/portal/santafenm
[Additional opportunities] https://www.withpavilion.com/

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

Chart, text

"Unless someone like you cares a whole awful lot, nothing is going to get better. It's not."
— Dr. Seuss, The Lorax

From: BRITT, AMANDA P. <apbritt@santafenm.gov>
Sent: Wednesday, May 13, 2026 3:35:47 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: HOOK, ALAN G. <aghook@santafenm.gov>; SCHNEIDER, WILLIAM H. <whschneider@santafenm.gov>; RADOSAVLJEVIC, ANDREA I. <airadosavljevic@santafenm.gov>
Subject: Federal Joint Funding Agreement

Travis,
Can you please provide a determination on the below scope of work pertaining to streamflow gaging & groundwater monitoring under a Joint Funding Agreement with USGS & City of SFe?

USGS Statement of Work by Program Element

USGS Joint Funding Agreement is an Exempt Procurement under NMSA 1978, Section 13-1-98 A.

Program Elements:

USGS Streamflow gages

Streamflow gages	**City of Santa Fe FY 2027 July 1, 2026 - June 30, 2027**
Station Number	**Station Name**
08315480	Santa Fe River above McClure Reservoir
08317200	Santa Fe River above Cochiti Lake

USGS Groundwater-level monitoring

Water Level monitoring		**City of Santa Fe FY 2027 July 1, 2026 - June 30, 2027**		
Groundwater Wells	Operation and maintenance of 11 water-level recorders at SF1, SF2, Buckman, and Las Campanas well nests and bi-monthly water-level measurements at SF-3C, SF-4C and SF-5C			

Thank you,

Amanda P. Britt
Contracts Administrator
City of Santa Fe
Public Utilities Admin.
apbritt@santafenm.gov
Desk (505) 955-4355

CITY OF SANTA FE

CITY OF SANTA FE

Date: May 14, 2026

To: Mayor Michael Garcia and Governing Body
Finance Committee
Public Works and Utilities Committee

Via: JOHN BURNETT (May 15, 2026 10:07:30 MDT)
Sam Burnett, Interim Public Works Department Director
Marcos Esquibel, Interim Complete Streets Division Director MARCOS ESQUIBEL
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (May 14, 2026 15:48:34 MDT)

From: Romella Glorioso-Moss, PhD, CPM, AICP Capital Projects Manager RGM

ITEM AND ISSUE:
Request for Approval of a Cooperative Project Agreement with Federal Highway Administration via the New Mexico Department of Transportation to Construct Phase 1 of S100880 Rail Trail Intersection Improvements Project in the Total Amount of $300,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $256,320 to Complete Streets FY26 Revenue and Expenses.

BACKGROUND AND SUMMARY:
This memorandum requests acceptance of federal funding in the amount of $300,000 to support trail crossing safety improvements at at-grade crossings along the Rail Trail.

Of the total project cost, the Federal Highway Administration's share is $256,320. The required local match of $43,680 will be funded through road impact fees, bringing the total cooperative project funding to $300,000.

Phase 1 will construct crossing improvements at two locations: an approximately 45-foot crossing at Second Street and a 50-foot crossing at Siringo Road. Future phases may include additional crossings at Paseo de Peralta and Rodeo Road, subject to funding availability.

Engineering design for the project began in 2022 and has been funded through the 2014 General Obligation Bond and state funding sources. The project is currently at the 30% design stage. Final design is anticipated to be completed and submitted for review by the New Mexico Department of Transportation and the Federal Highway Administration by the end of the calendar year.

Per the funding agreement, the City will be responsible for any project costs that exceed the awarded federal funds. This project is eligible for up to $1.5M in road impact fee funding to cover the local match and any potential cost overruns.

Approval of this funding will allow the City to advance critical safety improvements along the Rail Trail and position the project for timely construction upon completion of final design and agency approvals.

The funding source is: NM Department of Transportation S100880
Munis Org Name/Number: CIP ORG/3309980
Munis Expenditure Object Name/Number: WIP Construction/572970
Munis Revenue Object Name/Number: NM DOT/490150
Project Ledger Number: CIP2633002

If the project is grant funded? List grant award number*:* S2651

Grant Manager / Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (May 18, 2026 08:38:49 MDT) **Date:** 05/18/2026
Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** 05/15/2026
Comment/Exceptions: _____

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

☒Yes | ☐ No

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

Anticipated length of project: 2-3 years

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 signed by Legal
BAR
Project Ledger

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

Contract No.:
Vendor No.: **0000054360**
Control No.: **S100880**

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100880 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2026 RECREATIONAL TRAILS PROGRAM(RTP) Funds**
   Department's 85.44% share $256,320
   To Install trail crossing safety improvements for at-grade crossings of the Rail Trail. Phase 1 will install crossing improvements for the approximately 45 ft span across Second Street and the 50 ft span across Siringo Rd in Santa Fe. Future phases could include Paseo de Peralta and Rodeo Road.. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. S100880.)
2. **City's matching 14.56% share** $43,680
   For the purpose stated above.
3. **The Total Project Funding for Construction Work** $300,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
2. An audit determines an overpayment or federal funds were used for ineligible cost items.
3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

3. Federal, State and Department Requirements.
By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 12/31/2028. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed,

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: Katrina.Quintana@dot.nm.gov

District T/LPA Coordinator
Sean Brady
T/LPA Coordinator
New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505
Office: (505) 819-9796
E-mail: Sean.Brady@dot.nm.gov

Construction Liaison Engineer
James Malcom
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504
Office: (505) 470-9439
E-mail: James.Malcom@dot.nm.gov

Local Agency
Romella Glorioso-Moss
Captial Projects Manager
City of Santa Fe
737 Agua Fria St
Santa Fe, New Mexico 87507
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Signed by: Samuel Roybal 57B9FC4FE09B464... Date: 04/23/26
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Kevin L. Nault Kevin L. Nault (May 4, 2026 08:57:03 MDT) Date: May 4, 2026
CITY OF SANTA FE Assistant Attorney

By: ANDREA PHILLIPS (May 18, 2026 15:51:50 MDT) Date: 05/18/2026
CITY OF SANTA FE Finance Director

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 12/31/2028.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$256,320**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**To Install trail crossing safety improvements for at-grade crossings of the Rail Trail. Phase 1 will install crossing improvements for the approximately 45 ft span across Second Street and the 50 ft span across Siringo Rd in Santa Fe. Future phases could include Paseo de Peralta and Rodeo Road.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

Docusign Envelope ID: 4D25A4D3-F316-4A72-BCDB-6739BFF5A493

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Complete Streets Division	5/4/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3309980	572970	CIP2633002	256,320	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150	CIP2633002	(256,320)	
				$ 256,320	$ 256,320

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

Acceptance of $256,320 Construction Funding from NMDOT to the Rail Trail Intersection Improvement Project Phase A

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Romella Glorioso-Moss — 5/4/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (May 14, 2026 15:48:34 MDT)
Business Operations Manager Signature — Date

JOHN BURNETT (May 15, 2026 10:07:30 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/15/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 04/27/2026

Project Title: Rail Trail Intersection Improvements Phase 1

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2633002

Grant ID: S2651

Approved By: ERIKA LUJAN
ERIKA LUJAN (May 1, 2026 09:49:23 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: _____

Project Date Range: TBD to 12/31/2028 ☑ Create Fixed Asset

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOT S100880 % of Funding: 85.44

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: $256,320

Funding Source: IMPACT FEES % of Funding: 14.56

MUNIS ORG: 3309980 MUNIS OBJ: 660232 Awarded Amount: $43,680

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: CONSTRUCTION MUNIS ORG: 3309980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDOT coop agree s100880 w/RTP funds Awarded Amount: $256,320

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.205

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

GB_NMDOT_Cooperative_Agreement_&_BAR_(S100880_Rail_Trail_Improvements)

Final Audit Report 2026-05-18

Created:	2026-05-15
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYq3zywnhKx_OUi34vp1svOu_d_xWQlb4

"GB_NMDOT_Cooperative_Agreement_&_BAR_(S100880_Rail_Trail_Improvements)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-15 - 8:19:31 PM GMT- IP address: 50.228.218.220

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-15 - 8:20:58 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-15 - 10:11:37 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-15 - 10:12:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-05-15 - 10:12:16 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-05-18 - 2:38:49 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-05-18 - 2:38:52 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-05-18 - 9:51:50 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-18 - 9:51:50 PM GMT

CITY OF SANTA FE

Date: May 14, 2026

To: Mayor Michael Garcia and Governing Body /
Finance Committee
Public Works and Utilities Committee

Via: JOHN BURNETT (May 15, 2026 10:04:36 MDT)
Sam Burnett, Interim Public Works Department Director
Marcos Esquibel, Interim Complete Streets Division Director MARCOS ESQUIBEL
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (May 14, 2026 15:50:53 MDT)

From: Romella Glorioso-Moss, PhD, CPM, AICP Capital Projects Manager RGM

ITEM AND ISSUE:
Request for Approval of a Cooperative Project Agreement with the Federal Highway Administration via the New Mexico Department of Transportation, to Design S100900 Acequia Trail Extension from Otowi to La Cieneguita in the Total Amount of $250,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $213,600 to Complete Streets FY26 Revenue and Expenses.

BACKGROUND AND SUMMARY:
This memorandum requests acceptance of $250,000 in federal funding to design a 0.5-mile extension of the Acequia Trail from Otowi Street to La Cieneguita Street. The Federal Highway Administration's share is $213,600, with the required $36,400 local match funded through road impact fees.

The Santa Fe Metropolitan Planning Organization (SFMPO) ranked this project highest for accessibility, mobility, integration, and connectivity. The extension will improve access to Maclovia Park, Hermanos Rodriguez Park, Salazar Elementary School, Ashbaugh Park, and downtown Santa Fe for nearby neighborhoods, including Maez, Gallegos, Rosina, Maclovia, and Declovina, which include significant low-income housing.

The project also addresses a critical transportation safety need. Between 2019 and 2023, the Santa Fe region experienced 63 pedestrian and bicycle crashes resulting in fatalities or serious injuries, concentrated along the Cerrillos Road corridor. Currently, pedestrians and bicyclists west of Maez Road must either travel significantly out of direction or use heavily trafficked roadways such as Cerrillos Road to access the trail system.

By extending the Acequia Trail as a physically separated facility, the project will provide a safer, more direct route for pedestrians and bicyclists, reduce exposure to high-traffic corridors, and close a critical gap in the City's trail network.

Under the funding agreement, the City will be responsible for any costs exceeding the federal award. The project is eligible for up to $1.65M in road impact fee funding to cover the local match and potential cost overruns.

Approval of this funding will advance a critical safety and connectivity project that supports equitable access and safer walking and bicycling throughout the community.

The funding source is: NM Department of Transportation S100900
Munis Org Name/Number: CIP ORG/3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM DOT/490150
Project Ledger Number: CIP2633004

If the project is grant funded? List grant award number: S2654

Grant Manager / Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (May 18, 2026 08:39:13 MDT) **Date:** 05/18/2026
Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** 05/15/2026
Comment/Exceptions: _____

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

☐Yes | ☒ No

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

Anticipated length of project: 2-3 years

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: Amanda Archuleta, ajarchuleta@santafenm.gov, 505-955-6631.

ATTACHMENTS:

Grant Agreement signed by Legal
BAR
Project Ledger

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100900**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the CITY OF SANTA FE (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100900 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2026 TRANSP ALTERNATIVES FLEX IIJA(TAPF) Funds**
   Department's 85.44% share $213,600
   Acequia Trail Extension for .5 miles from Otowi to La Cieneguita. T/LPA to design a new .5 mile extension of the multiuse Acequia Trail from Otowi Street to la Cieneguita Street. (Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100900.)
2. **CITY's matching 14.56% share** $36,400
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $250,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

3. Federal, State and Department Requirements.
By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 12/31/2028. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed,

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: Katrina.Quintana@dot.nm.gov

District T/LPA Coordinator
Sean Brady
T/LPA Coordinator
New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505
Office: (505) 819-9796
E-mail: Sean.Brady@dot.nm.gov

Construction Liaison Engineer
James Malcom
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504
Office: (505) 470-9439
E-mail: James.Malcom@dot.nm.gov

Local Agency
Romella Glorioso-Moss
Captial Projects Manager
CITY OF SANTA FE
737 Agua Fria St
Santa Fe, New Mexico 87507
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

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12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Signed by: Samuel Roybal 57B9FC4FE09B464... Date: 04/15/26
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the CITY's Attorney

By: Kevin L. Nault Kevin L. Nault (May 4, 2026 08:59:08 MDT) Date: May 4, 2026
CITY OF SANTA FE Assistant Attorney

By: ANDREA PHILLIPS (May 18, 2026 15:55:13 MDT) Date: 05/18/2026
CITY OF SANTA FE Finance Director

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**CITY OF SANTA FE**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 12/31/2028.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$213,600**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Acequia Trail Extension for .5 miles from Otowi to La Cieneguita. T/LPA to design a new .5 mile extension of the multiuse Acequia Trail from Otowi Street to la Cieneguita Street**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Docusign Envelope ID: 2AC8394E-AA86-4416-A4A6-5DBE348F467F

EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

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1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Complete Streets Division	5/12/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	CIP2633004	213,600	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150	CIP2633004	(213,600)	
				$ -	$ -

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

Acceptance of $213,600 Design funding from NMDOT for Acequia Trail Ext Project (Otowi to La Cieneguita)

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

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

Romella Glorioso-Moss — 5/12/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (May 14, 2026 15:50:53 MDT)
Business Operations Manager Signature — Date

JOHN BURNETT (May 15, 2026 10:04:36 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/15/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

GB_New_Mexico_Department_of_Transportation_(S100900_-_Acequia_Trail)

Final Audit Report 2026-05-18

Created:	2026-05-15
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAce7wx26O4IZ-qaX1NoXaPWfP45jwFTUI

"GB_New_Mexico_Department_of_Transportation_(S100900_-_Acequia_Trail)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-15 - 8:22:00 PM GMT- IP address: 50.228.218.220

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
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Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
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Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-15 - 10:12:57 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-05-18 - 2:39:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
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Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-05-18 - 9:55:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-18 - 9:55:13 PM GMT

CITY OF SANTA FE

Date: May 14, 2026

To: Mayor Michael Garcia and Governing Body
Finance Committee
Public Works and Utilities Committee

Via: JOHN BURNETT (May 15, 2026 10:08:07 MDT)
Sam Burnett, Interim Public Works Department Director
Marcos Esquibel, Interim Complete Streets Division Director MARCOS ESQUIBEL
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (May 14, 2026 15:46:20 MDT)

From: Romella Glorioso-Moss, PhD, CPM, AICP Capital Projects Manager RGM

ITEM AND ISSUE:
Request for Approval of a Cooperative Project Agreement with the Federal Highway Administration via the New Mexico Department of Transportation, to Conduct the Location Study Phases A and B for the S100890 St. Michael's Drive Reconstruction Project in the Total Amount of $400,000 through December 31, 2028. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Adjustment Request (BAR) to Allocate Grant Proceeds of $341,760 to Complete Streets FY26 Revenue and Expenses.

BACKGROUND AND SUMMARY:
This memorandum requests acceptance of federal funding in the amount of $400,000 to conduct the Phase A and B Location Study for the S100890 St. Michael's Drive Reconstruction Project.

Of the total project cost, the Federal Highway Administration's share via New Mexico Department of Transportation is $341,760. The required local match of $58,240 will be funded through road impact fees, bringing the total cooperative project funding to $400,000.

St. Michael's Drive, from Cerrillos Road to Botulph Road, was originally constructed and expanded primarily to accommodate vehicular traffic. However, the anticipated traffic volumes for the built capacity of the roadway have never materialized, resulting in an overbuilt corridor that prioritizes vehicles at the expense of multimodal transportation. This condition has created safety concerns for all users. The roadway's wide configuration encourages high vehicle speeds, while pedestrians and bicyclists must frequently cross the high-speed corridor without adequate dedicated infrastructure.

In addition, St. Michael's Drive serves several key community destinations, including schools, a public library, the Rail Trail, and the Midtown Campus redevelopment project. The lack of bicycle infrastructure and safe pedestrian crossings limit multimodal accessibility, increases reliance on vehicles, and creates disparities in access for non-motorized users. This project

represents the first step toward reconfiguring the corridor by reducing the number of travel lanes from seven to five and incorporating bicycle and pedestrian improvements. The Phase A/B study will evaluate existing constraints and identify feasible design alternatives.

The scope of work includes completion of Phases A and B of the NMDOT Location Study Procedures. Phase A, the Initial Evaluation of Alternatives, verifies the need for action, develops a range of potential alternatives to address the identified needs, and eliminates alternatives that are clearly infeasible. Phase B, the Detailed Analysis of Alternatives, further evaluates and refines the alternatives advanced from Phase A. This phase includes development of conceptual engineering plans, right-of-way requirements, cost estimates, performance data, environmental and social impact analyses, and other supporting information.

Per the funding agreement, the City will be responsible for any project costs exceeding the awarded federal funding amount. This project is eligible for up to $23M in road impact fee funding to cover the required local match and any potential cost overruns.

Approval of this funding will allow the City to advance critical safety and multimodal improvements along the St. Michael's Drive corridor, a project of increasing importance in the context of the Midtown Campus redevelopment initiative.

The funding source is: NM Department of Transportation S100890
Munis Org Name/Number: CIP ORG/3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM DOT/490150
Project Ledger Number: CIP2633003

If the project is grant funded? List grant award number: S2653

Grant Manager / Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (May 18, 2026 08:38:21 MDT) **Date:** 05/18/2026
Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** 05/15/2026
Comment/Exceptions: _____

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

☐Yes | ☒ No

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**

Anticipated length of project: 2-3 years

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 signed by Legal
BAR
Project Ledger

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100890**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the CITY OF SANTA FE (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100890 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2026 CARBON REDCN PRG 50K-200K IIJA(CRPS) Funds Department's 85.44% share** $341,760
   St. Michaels Drive Reconstruction for 1.5 miles from milepost 0 to 1.5. Reconstruction of St. Michaels to address safety and multimodal concerns. Phase 1 A-B study to evaluate alternatives for reconstruction of 1.5 miles of St. Michael's Drive (NM 466) from milepost 0 to 1.5.. (Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100890.)
2. **CITY's matching 14.56% share** $58,240
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $400,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

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3. Federal, State and Department Requirements.
By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 12/31/2028. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: Katrina.Quintana@dot.nm.gov

District T/LPA Coordinator
Sean Brady
T/LPA Coordinator
New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505
Office: (505) 819-9796
E-mail: Sean.Brady@dot.nm.gov

Construction Liaison Engineer
James Malcom
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504
Office: (505) 470-9439
E-mail: James.Malcom@dot.nm.gov

Local Agency
Romella Glorioso-Moss
Captial Projects Manager
CITY OF SANTA FE
737 Agua Fria St
Santa Fe, New Mexico 87507
Office: 505-955-6623

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Signed by: Samuel Roybal 57B9FC4FE09B464... Date: 04/15/26
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the CITY's Attorney

By: Kevin L. Nault Kevin L. Nault (May 4, 2026 08:51:45 MDT) Date: May 4, 2026
CITY OF SANTA FE Assistant Attorney

By: ANDREA PHILLIPS (May 21, 2026 10:33:29 MDT) Date: 05/21/2026
CITY OF SANTA FE Finance Director

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**CITY OF SANTA FE**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 12/31/2028.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$341,760**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**St. Michaels Drive Reconstruction for 1.5 miles from milepost 0 to 1.5. Reconstruction of St. Michaels to address safety and multimodal concerns. Phase 1 A-B study to evaluate alternatives for reconstruction of 1.5 miles of St. Michael's Drive (NM 466) from milepost 0 to 1.5.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

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Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

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- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

Docusign Envelope ID: 20056FF1-6EE0-89B5-8380-EB973BBA8842

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Complete Streets	5/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	CIP2633003	341,760	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
FHWA via NMDOT S100890 - St. Mike's Reconstruction	3309980	490150	CIP2633003	(341,760)	
				$	-

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

Acceptance of $341,760 design funding from FHWA via NMDOT for St. Michael's Dr Reconstruction Project Phase A & B.

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

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

Romella Glorioso-Moss — 5/11/2026
Prepared By *{print name}* — Date

YVONNE SWENSON (May 14, 2026 15:46:20 MDT)
Business Operations Manager Signature — Date

JOHN BURNETT (May 15, 2026 10:08:07 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/15/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Purchasing Memo

Date: May 15, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Zoe Isaacson, River and Watershed Manager

Via: Sam Burnett, Interim Public Works Director

Melissa McDonald, Parks and Open Space Division Director

Carol Swenson, Public Works Business Operations Manager
YVONNE SWENSON

Subject: Santa Fe River Improvements at Cristobal Colon

Vendor Name: Jocelyn Water and Sewer, LLC

Munis Vendor Number: 11478

ACTION:

Request for Approval of Construction Contract with Jocelyn Water and Sewer, LLC for the Santa Fe River Improvements at Cristobal Colon in the Amount of $767,195 through June 30, 2030. (Zoe Isaacson River and Watershed Manager: zrisaacson@santafenm.gov)

COMMITTEE REVIEW:

Public Works and Utilities Committee: June 1, 2026

Finance Committee: June 8, 2026

Governing Body: June 10, 2026

CONTRACT NUMBER:

The FY26 Munis contract number is 3260428.

BACKGROUND AND SUMMARY:

In 2018, Santa Fe experienced an extreme precipitation event that caused widespread damage throughout the Santa Fe River corridor, including significant failure of several grade control structures. This project builds upon prior work to repair the riparian corridor using more robust designs to help mitigate against future risks.

The purpose of this project is to re-establish channel grade stability by repairing five A-weir boulder cross vane grade control structures located between Camino de la Vuelta and Camino Rio. The design incorporates salvaged boulders from the failed structures and reconstructs them as more resilient, grouted grade control features. The use of grouting will enhance structural integrity and reduce the risk of erosion and failure during future high-flow events.

The work will include reconstruction of the failed structures as grouted boulder ramps featuring integrated stilling basins, cutoff sills, and subsurface drain tiles to mitigate erosion and seepage risks.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: City Drainage/231

Munis Org Name/Number: Stormwater/2310411

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 05/21/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

The bid opening took place on March 30, 2026 with three successful bidders. Jocelyn Water and Sewer, LLC was the apparent low bidder and after a review of the bid, the Public Works Department concurs with the recommendation of award.

Chief Procurement Officer (CPO)/Designee: **Date:** 05/21/2026

AP
AP (May 21, 2026 08:33:48 MDT)

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: **Title:** **Date:**

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included?☒ Yes | ☐No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: EPM2423103

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Construction Contract No. 3260428
ITB# FY26-Const. ITB-075
Bid Tabulation
Vendor's Response
Horizon's Declination
CPO Determination
COI
Business License

CITY OF SANTA FE

CONSTRUCTION CONTRACT

Santa Fe River Improvements at Cristobal Colon - Construction

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Jocelyn Water and Sewer, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

A. The Contractor shall perform the following work:
The Contractor shall perform all the work required by the Contract Documents for *Santa Fe River Repair at Cristobal Colon - Construction (Bid Number FY26-Const. ITB-075)*

1. **Site Preparation -** The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including, but not limited to, erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for all construction staking and related surveys, mobilizing equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad.

2. **Removal & Demolition -** The scope includes selective demolition of existing grade control structures and gabion baskets within the project area. Project managers will mark all rock and gabion baskets to remain in place, as well as rock to be reused to construct the grouted boulder ramps. Any debris removed by contractor and not repurposed into the new grade control structures shall be removed and properly disposed of per project specifications and local regulations; costs associated with disposal are considered incidental to the overall project cost. Existing native trees and shrubs shall be protected to the maximum extent practicable per project specifications. Non-native trees in area of disturbance with a diameter at breast height (DBH) less than 6 inches shall be removed.

3. **Earthwork & Grading -** Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements. Construction staking should be replaced as needed by surveyor to ensure locations and elevations are met.

4. **Installation of Grouted Boulder Structures -** New boulder A-weir cross vein grade control structures shall be built and grouted per project specifications and may include salvaged boulders. Boulders shall be placed as tightly together as possible (without touching) while providing enough room between them to thoroughly vibrate the grout and to ensure no gaps in the grout. Concrete cutoff sills will be installed to help hold structures in place. Refer to sheet SPECS1 of the construction drawings for details.

5. **Erosion Control & Site Restoration -** This project will not require an Environmental Protection Agency (EPA) issued Construction General Permit, however, a comprehensive Stormwater Pollution Prevention Plan (SWPPP) detailing both temporary and permanent erosion control measures will be required. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs) as approved by the Project Manager. Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion. Revegetation shall be completed using seed mixes and tree planting compliant with current NM Department of Transportation (NMDOT) standards or as specified in the construction drawings.

6. **Traffic Control Plan -** A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and Manual on Uniform Traffic Control Devices (MUTCD) standards. The work zone must always remain safe and accessible.

7. **Mobilization, Demobilization & Final Cleanup -** The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary

installations, debris, staking, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization. as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions.

The Contractor shall be responsible for all permits, bonds, Workforce Solutions requirements, fees, and State inspections associated with the construction.

B. Project: Santa Fe River Repairs at Cristobal Colon

C. City Department: Public Works/Parks and Open Space

D. Distribution: City Contractor

2. COMPENSATION

A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor $709,134.00. The services in the contract include GRT levied at the rate of 8.1875% equaling $58,060.35. The total compensation for the contract including GRT is $767,194.35.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor’s designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract’s termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

3. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 4 years from the date of final signature unless terminated pursuant to Paragraph "Termination" or Paragraph "Appropriations". A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

4. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

   a. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

   b. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

   c. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations," of this Contract.

B. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. 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.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

   a. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

   b. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. ASSIGNMENT

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

9. SUBCONTRACTING

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

10. RELEASE

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

11. CONFIDENTIALITY

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

12. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. AMENDMENT

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have

the option to terminate the Contract, pursuant to the termination provisions as set forth in "Termination" herein, or to agree to the reduced funding.

15. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

a. Deliverable requirements, as outlined in the Scope of Work;

b. Due date of any Deliverable, as outlined in the Scope of Work;

c. Compensation of any Deliverable, as outlined in the Scope of Work;

d. Contract compensation, as outlined in "Compensation"; or

e. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

a. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

a. the name of the person requesting the change;

b. a summary of the required change;

c. the start date for the change;

d. the reason and necessity for change;

e. the elements to be altered; and

f. the impact of the change.

b. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

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 **ITB FY-26-CONST.ITB-075** 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. 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 $1,000,000 per occurrence for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this 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.

D. 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.

22. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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.

23. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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 Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

24. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. 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 affect-ed and shall be valid and enforceable.

26. 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.

27. 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:	**To the Contractor:**
Public Works / Parks and Open Space Zoe Isaacson, River & Watershed Manager 1142 Siler Rd, Building C Santa Fe, NM 87507 zrisaacson@santafenm.gov 505-955-6853	Jeremy Jocelyn Jocelyn Water and Sewer, LLC 18759 Range Pole Pt Big Lake, MN 55309 jocelynwands@outlook.com (612) 607-9306

28. 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 into a binding contract.

29. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. 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 illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by

reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

JOCELYN WATER AND SEWER, LLC.

Jeremy Jocelyn
Jeremy Jocelyn (May 15, 2026 09:23:53 EDT)

JEREMY JOCELYN, PRESIDENT

DATE: May 15, 2026

NMBTIN: 417991

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (May 15, 2026 09:18:40 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 21, 2026 11:08:13 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

CITY OF SANTA FE

The City of Santa Fe (City), Central Purchasing Division (CPD)

INVITATION TO BID (ITB)

Santa Fe River Repair at Cristobal Colon

ITB#: FY26-Const. ITB-075

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Attachments:

A - Pre-Con Meeting Location - Santa Fe River Repair at Cristobal Colon

B - Pre-Bid Meeting Attendance SFRCC_031626

C - Stamped Construction Plans - Santa Fe River Repair at Cristobal Colon

D - Design and Floodplain Model Report Amended - SFRCC

E - EOPCC Final - SFCC - February 27, 2026

F - NMDWS Wage Decision

G - Draft Contract - Santa Fe River Repairs at Cristobal Colon

1. DEBARRED OR SUSPENDED CONTRACTORS

A business (e.g., contractor, subcontractor, supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual, ordinance or NMSA 1978, Sections 13-1-177 through 13-1-180, and 13-4-17, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

2. PROCUREMENT AND CONTRACTING REQUIREMENTS

2.1. Solicitation Information

Solicitation No.: FY26-Const. ITB-075

Project Title: Santa Fe River Repair at Cristobal Colon

Issue ITB:	March 11, 2026

Pre-Bid Conference (Mandatory):	March 16, 2026, 1:00pm John Griego Vietnam Veterans Memorial Park - 1610 Paseo de la Conquistadora, Santa Fe, NM 87501
Deadline for Pre-Bid Questions:	March 20, 2026, 5:00pm
Response to Pre-Bid Questions:	March 23, 2026, 5:00pm
Electronic Bid Submittal Deadline:	March 30, 2026, 1:55pm
Bid Opening Date, Time and Link (Non-Mandatory):	March 30, 2026, 2:00pm https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fmeet%2F263489892392%3Fp%3DSpy25c&data=05%7C02%7Crdgabaldon%40santafenm.gov%7C9d738605619a4b2442c208de634fcac7%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C639057391513127341%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=%2Fd3RIiDvBqlR4pRhD%2FclK6zwPXwMRaSk7u0mtKXes5E%3D&reserved=0

BIDS RECEIVED AFTER THE ABOVE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.

2.2. ITB Access and Bid Submission

A. Bidders may contact ONLY the Department Project Manager and the CPD regarding this procurement by asking questions on the Q&A page of this project or at the following email addresses:
Project Manager: Claire Jordy
Email: csjordy@santafenm.gov
CPD: purchasing_ITB@santafenm.gov
Other city employees do not have the authority to respond on behalf of the Project Manager.

B. Bidders shall promptly notify the Project Manager and the CPD of any ambiguity, inconsistency, or error that they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

C. Bids shall be valid for ninety (90) days subject to action by the City.

D. Solicitation packets are available in the OpenGov Procurement Portal at https://procurement.opengov.com/portal/santafenm.
It is each Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via OpenGov by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

2.3. Bid Opening

A. Public bid openings, will be held Virtually at the following link: Virtual Bid Opening Link
The bid tabulations will be available on the results page of this procurement.

B. The City of Santa Fe is committed to ensuring accessibility for all individuals, including those with disabilities. Bid openings are conducted virtually and include features such as closed captioning, which participants can enable during the session. If you experience technical issues or have specific concerns related to accessibility, you may contact the Chief Procurement Officer (CPO) or their designee in advance.

C. CPO contact information is:
Travis Dutton-Leyda, CPO
purchasing@santafenm.gov

D. The CPO reserves the right to reject any bids or to waive any non-substantial irregularity in bids received as long as it doesn't affect the price, quantity, or quality of the bid, whenever such rejection or waiver is in the best interest of the City.

E. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder and further impose liquidated damages for failure to comply with that time.

F. Bidders shall be responsible for verifications of all existing conditions, measurements, and dimensions before responding to this bid.

3. INSTRUCTIONS TO BIDDERS

3.1. Examination of Bidding Documents and Site

A. Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (c) study and carefully correlate the Bidder's

observations with the Bidding Documents, (d) at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

B. The lands and properties upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are primarily inside the City Limits of Santa Fe.

C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this ITB and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

D. It shall be the responsibility of the successful awarded contractor to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) and the City such permits or licenses required to carry out the construction. Construction Industries Division website is as follows: https://www.rld.nm.gov/construction-industries/

3.2. Bidding Documents

A. Copies of Bidding Documents:

a. This record contains all complete bidding documents. The City does not assume responsibility for errors or misinterpretations.

b. Deposits are not required for plans obtained through OpenGov.

3.3. Interpretations

A. All questions concerning this solicitation must be submitted through the Questions & Answers section of the solicitation's page in OpenGov.

B. Responses will be posted directly on the same page and visible to all registered vendors. If a question results in a material change to the solicitation, a formal Addendum will be issued through OpenGov. Vendors will receive an automated email notification when an Addendum is posted. Questions must be submitted no later than ten (10) calendar days prior to the Bid opening date. Only information provided in written Addenda shall be considered binding.

3.4. Substitute Material and Equipment

A. The Contract, if awarded, will be based on materials, labor and equipment described in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application of such acceptance will not be considered by the Owner until after the "effective date of the Contract." The procedure for submittal of any such application by the Contractor and consideration by the Owner is set forth in the Contract Documents.

3.5. Amendment/Addenda

A. Oral and other interpretations or clarifications will be without legal effect. No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an amendment or addendum.

B. Any and all such interpretations and any supplemental instructions will be in the form of written amendments or addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids.

C. Failure of any bidder to receive any such amendment or addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All amendments or addenda so issued shall become part of the contract documents.

D. Procurement amendments are processed through OpenGov. If amendments (addenda) are processed,

- before bids are submitted, ensure bids reflect the amendments;
- after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.
  *Bidders must replace the previously submitted documents if the amendment affects uploaded documents.

E. The City reserves the right to not comply with these time frames if a critical change, which will be written in amendment or addendum, is required or if the bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

3.6. Form and Style of Bids

A. Bids shall be submitted in OpenGov.

B. All addenda will be acknowledged when submitting in OpenGov.

3.7. Bid Security

A. Bid security, made payable to the City of Santa Fe, in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by cashier's check.

B. The Bid security shall pledge that the Bidder will enter into a Contract with the City in accordance with the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City as liquidated damages, not as a penalty.

C. The City will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed, and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

D. When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

E. If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

3.8. Pre-Bid Conference

A. The City may conduct an on-site mandatory Pre-Bid Conference prior to the Bid opening date. All pre-bid conferences shall be stated in the Invitation for Bid.

B. The City and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

C. Questions and requests for clarification are to be submitted via the OpenGov Procurement Portal at https://procurement.opengov.com/portal/santafenm/projects/239141

D. Responses to questions will be written and issued electronically as Amendment or Addenda. No verbal response shall be binding.

3.9. Resident Preference

To qualify for a Resident Preference, a vendor must attach a State of New Mexico Taxation and Revenue Department-issued Resident Certification of eligibility to its bid. If a bid is received without a copy of the certificate, the preference will not be applied.

A public body shall not award a contractor both a resident contractor preference and a resident veteran contractor preference or a Native American resident contractor preference and a Native American resident veteran contractor preference.

Application. This section shall not apply when the expenditure of federal and/or state funds and the award requirements of the funding prohibit resident and/or local preference(s).

3.10. Subcontractors

A. The listing threshold amount for this project shall be one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (NMSA 1978, Sections 13-4-31 through 13-4-43) shall apply.

B. The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the City for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.

C. The City shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the City

and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material suppler and/or any other confirmation satisfactory to the City.

D. The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the work.

E. Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

F. Prior to the award of the Contract, the City will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.

G. The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the City:

   a. A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and

   b. A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.

H. The successful Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

I. Persons and organizations proposed by the Bidder and to whom the City has made no reasonable objection shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City.

J. No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

3.11. Correction or Withdrawal of Bids

A. A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

B. Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.

C. After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:

   a. The mistake is clearly evident on the face of the Bid document; or

   b. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

D. Any decision by the City to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

3.12. Bribes, Gratuities and Kickbacks

A. It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (NMSA 1978, Sections 30-24-1 through 30-24-2).

B. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-24-1, 30-23-2, and 30-41-1 through 3-41-3), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation.

3.13. Notice of Contract Requirements Binding on Bidder

A. By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

   a. Definitions - Sections 1.0 to 1.1;

   b. Contract Bond Requirements - Section 4.2;

   c. Bribes, Gratuities, and Kickbacks - Section 4.8;

   d. Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

3.14. Rejection or Cancellation of Bids

A. An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

3.15. Protests

A. Any Bidder who is aggrieved in connection with this procurement (Bid) may protest in writing to the CPD. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

3.16. Competitive Sealed Bids

A. Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

3.17. Consideration of Bids Receipt, Opening, and Tabulation

A. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code. In addition to the requirement for the prime contractor and subcontractors to be registered as provided in NMSA 1978, Section 13-4-13.1, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life-cycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by NMSA 1978, Section 13-4-13.1 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with NMSA 1978, Section 13-4-36.

B. Bid tabulations for public information and inspection will be posted to the following link: https://procurement.opengov.com/portal/santafenm/projects/239141

C. The City shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City's best interest.

3.18. Bid Evaluation and Award

A. It is the intent of the City to award a Contract to the most responsive and responsible Bidder submitting the lowest bid on the base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, does not exceed the funds available and is in the best interest of the City. The City reserves the right to award a contract to the lowest Bidder using the criteria within the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

B. The subsequent contract will be established as a source and convenience of the City. It is the responsibility of the Requesting Department to utilize this Contract to the best interests of the City.

C. Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

3.19. Notice of Award

A. A written Notice of Award shall be issued by the City after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

3.20. Identical Bids

A. When two or more of the Bids submitted are identical in price and are the low Bid, the CPD may:

   a. Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;

   b. Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;

   c. Award by lottery to one of the identical low Bidders;

   d. Make multiple awards if it is in the best interest of the City, or

   e. Reject all Bids and re-solicit Bids for the required services, construction, or items of tangible personal property.

3.21. Cancellation of Award

When in the best interest of the public, the City in its sole discretion, may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City.

3.22. Post-Bid Information

A. Return of Bid Security - All Bid security in the form of cashier's checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a cashier's check, will be returned within thirty (30) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a cashier's check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed.

B. Notice of Award – The City will issue a written Notice of Award to the Contractor stipulating the scope of work, the contract sum, including taxes, and the required bonds. The Notice of Award will also include the contract for signature that will be sent back with the required executed bonds.

C. Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall, when requested, submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory

delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.

D. Contract Bond Requirements - The successful Bidder, where the Contract price exceeds twenty five thousand dollars ($25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms similar to the forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City.

E. Insurance Requirements - The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

   a. The insurance shall be in limits not less than those stated in the enclosed contract forms. The insurance limits may be greater if required by law.

   b. The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability Comprehensive automobile liability (owned and hired), excess liability (umbrella form). For more specific insurance requirements refer to the enclosed Agreement Forms.

   c. All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.

   d. A valid certificate of insurance must be submitted to the City prior to routing the final Contract between the City and the Contractor for City approval. Be prepared to provide this with the City and project name listed as an additional insured.

F. Failure to Execute Contract - Failure to return the signed Contract with acceptable contract bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised.

G. Notice to Proceed - The City will issue a written Notice to Proceed, after a Purchase Order (PO) is issued, to the Contractor stipulating the contract time start date substantial completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by written amendment/Change Order.

3.23. Minimum Wage Rates

A. In accordance with state requirements, any construction contract exceeding sixty thousand dollars ($60,000) is subject to the minimum wage rates established by the New Mexico Department of Workforce Solutions (NMDWS). This project is governed by Wage Decision No. SF-26-0643-A, as issued and approved by NMDWS.

B. Bidders shall ensure that the minimum wage rate determination, included herein, has been utilized in preparation of the Bid.

C. The Bidder will be required to submit a bid that complies with the City's Living Wage Ordinance to the extent applicable.

D. The awarded Contractor will be required to pay wages as per whichever wage decision is highest.

3.24. New Mexico Department of Workforce Solutions (NMDWS) Contractor and Subcontractor Registration

A. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a City project that is subject to the Public Works Minimum Wage Act (NMSA 1978, Section 13-4-10) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided (See Bid Form 00-5000 3.0) and for subcontractors on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the Contractor does not provide proof of the required registration for itself or its subcontractors. It is the responsibility of all bidders and the subcontractors to ensure the registration is completed prior to the bid opening.

4. PROCUREMENT SCOPE

4.1. Site Preparation

The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including, but not limited to, erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for all construction staking and related surveys, mobilizing equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad.

4.2. Removal & Demolition

The scope includes selective demolition of existing grade control structures and gabion baskets within the project area. Project managers will mark all rock and gabion baskets to remain in place, as well as rock to be reused to construct the grouted boulder ramps. Any debris removed by contractor and not repurposed into the new grade control structures shall be removed and properly disposed of per project specifications and local regulations; costs associated with disposal are considered incidental to the overall project cost. Existing native trees and shrubs shall be protected to the maximum extent practicable per project specifications. Non-native trees in area of disturbance with a diameter at breast height(DBH) less than 6 inches shall be removed.

4.3. Earthwork & Grading

Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support

proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements. Construction staking should be replaced as needed by surveyor to ensure locations and elevations are met.

4.4. Installation of Grouted Boulder Structures

New boulder A-weir cross vein grade control structures shall be built and grouted per project specifications and may include salvaged boulders. Boulders shall be placed as tightly together as possible (without touching) while providing enough room between them to thoroughly vibrate the grout and to ensure no gaps in the grout. Concrete cutoff sills will be installed to help hold structures in place. Refer to sheet SPECS1 of the construction drawings for details.

4.5. Erosion Control & Site Restoration

This project will not require an Environmental Protection Agency (EPA) issued Construction General Permit, however, a comprehensive Stormwater Pollution Prevention Plan (SWPPP) detailing both temporary and permanent erosion control measures will be required. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs) as approved by the Project Manager.

Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion. Revegetation shall be completed using seed mixes and tree planting compliant with current NM Department of Transportation (NMDOT) standards or as specified in the construction drawings.

4.6. Traffic Control Plan

A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and Manual on Uniform Traffic Control Devices (MUTCD) standards. The work zone must always remain safe and accessible.

4.7. Mobilization, Demobilization & Final Cleanup

The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary installations, debris, staking, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization.

5. INFORMATION AVAILABLE TO BIDDERS

5.1. Existing Conditions

A. It is the Contractor’s responsibility to verify existing conditions prior to bidding.

B. Accessing existing utility infrastructure may require special coordination. Bidders shall verify accessibility and take into consideration the access strategy as part of the offer. The Contractor shall notify 811 before beginning any work.

6. VENDOR QUESTIONNAIRE

1. Acceptance of Bid*

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

☐ Please confirm

*Response required

2. Acceptance of Terms and Conditions*

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

☐ Please confirm

*Response required

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.*

☐ Yes
☐ No

*Response required

4. Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.*

☐ Yes
☐ No

*Response required

5. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set

forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*

☐ Yes
☐ No

*Response required

6. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.*

☐ Yes
☐ No

*Response required

7. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*

☐ Yes
☐ No

*Response required

8. Collusion*

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

☐ Yes
☐ No

*Response required

9. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

☐ Please confirm

*Response required

10. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.*

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

☐ Please confirm

*Response required

11. Confirmation of Bidder Regarding Equal Employment Opportunity*

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

☐ Please confirm

*Response required

12. Forms Required at Time of Bid

12.1. Bid Bond, Bid Security and Agent's Affidavit*

Please download the below documents, complete, and upload.

- Bid_Bond_Form.Bid_Security_...

*Response required

12.2. Non-Collusion Affidavit of Prime Bidder*

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

*Response required

12.3. Subcontractor Listing*

Please download the below documents, complete, and upload.

- Subcontractor_Listing.pdf

*Response required

12.4. Certification of Non-Segregated Facilities*

Please download the below documents, complete, and upload.

- Certification_of_Non_Segreg...

*Response required

12.5. Bid Form

Please download the below documents, complete, and upload.

- BID_FORM.docx

13. Forms Required at Time of Contract

13.1. Certificate of Liability Insurance

- Certificate_of_Liability_In...

13.2. Payment Bond - SAMPLE

- Payment_Bond_SAMPLE.pdf

13.3. Performance Bond - SAMPLE

- Performance_Bond_SAMPLE.pdf

13.4. Affidavit of Wages Paid*

Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_WAGES_PAID.pdf

*Response required

13.5. Statement of Intent to Pay Prevailing Wages*

Please download the below documents, complete, and upload.

- STATEMENT_OF_INTENT_TO_PAY_...

*Response required

13.6. Payroll Statement of Compliance*

Please download the below documents, complete, and upload.

- Payroll_Statement_of_Compli...

*Response required

7. BID

Line Item	NMDOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
1	621000	621	Mobilization and demobilization	1	Lump Sum		
2	201000	SP-201	Clearing and grubbing	1	Lump Sum		
3	801000	SP-801	Construction surveys and staking	1	Lump Sum		
4	6032801	603	Temporary erosion and sediment control	1	Lump Sum		
5	702810	702	Traffic control	1	Lump Sum		
6		SP-602-A	Salvage and install grouted boulders (42-64 cubic foot)	215	Tons		
7		SP-601	Grout existing boulders	7	Cubic Yards		
8		SP-602-A	Furnish and install grouted structure B24 rock (1.25 ton/rock)	648	Tons		
9		SP-602-A	Furnish and install grouted structure B36 rock (3.75 ton/rock)	348	Tons		
10	511000	SP-509, 511	Furnish and install a class a (3000psi) concrete cutoff sill	42	Cubic Yards		
11	203000	SP-203, 206	Earthwork: excavation and compacted backfill	392	Cubic Yards		
12	602010	602	Furnish and install Class B riprap	90	Cubic Yards		
13	605000	SP-605-A	Furnish and install 6" drain tile	267	Linear Foot		
14	632020	SP-632-A, 632, 664	Revegetation and planting	1	Lump Sum		
TOTAL							

City of Santa Fe, NM
Parks, Trails, & Watershed
Melissa McDonald, Parks & Open Space Division Director
200 Lincoln Avenue, Santa Fe, NM 87501

EVALUATION TABULATION

Const. ITB No. FY26-Const. ITB-075

Santa Fe River Repair at Cristobal Colon

RESPONSE DEADLINE: March 30, 2026 at 1:55 pm
Report Generated: Wednesday, April 29, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Jocelyn Water and Sewer, LLC	$709,134.00
Meridian Contracting, Inc.	$874,741.00
Kimo Constructors, Inc.	$893,011.00

TABLE 1

					Jocelyn Water and Sewer, LLC				Kimo Constructors, Inc.				Meridian Contracting, Inc.			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	1	Mobilization and demobilization	1	Lump Sum	$36,540.00	$36,540.00	621000	621	$79,000.00	$79,000.00	621000	621	$78,655.00	$78,655.00	621000	621
X	2	Clearing and grubbing	1	Lump Sum	$7,875.00	$7,875.00	201000	SP-201	$31,800.00	$31,800.00	201000	SP-201	$16,900.00	$16,900.00	201000	SP-201
X	3	Construction surveys and staking	1	Lump Sum	$36,750.00	$36,750.00	801000	SP-801	$24,000.00	$24,000.00	801000	SP-801	$26,350.00	$26,350.00	801000	SP-801

					Jocelyn Water and Sewer, LLC				Kimo Constructors, Inc.				Meridian Contracting, Inc.			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	4	Temporary erosion and sediment control	1	Lump Sum	$9,818.00	$9,818.00	6032801	603	$23,300.00	$23,300.00	6032801	603	$37,400.00	$37,400.00	6032801	603
X	5	Traffic control	1	Lump Sum	$1,575.00	$1,575.00	702810	702	$62,900.00	$62,900.00	702810	702	$16,550.00	$16,550.00	702810	702
X	6	Salvage and install grouted boulders (42-64 cubic foot)	215	Tons	$309.00	$66,435.00		SP-602-A	$238.20	$51,213.00		SP-602-A	$163.00	$35,045.00		SP-602-A
X	7	Grout existing boulders	7	Cubic Yards	$3,493.00	$24,451.00		SP-601	$2,652.80	$18,569.60		SP-601	$1,367.00	$9,569.00		SP-601
X	8	Furnish and install grouted structure B24 rock (1.25 ton/rock)	648	Tons	$347.00	$224,856.00		SP-602-A	$343.50	$222,588.00		SP-602-A	$492.00	$318,816.00		SP-602-A
X	9	Furnish and install grouted structure B36 rock (3.75 ton/rock)	348	Tons	$464.00	$161,472.00		SP-602-A	$293.00	$101,964.00		SP-602-A	$339.00	$117,972.00		SP-602-A
X	10	Furnish and install a class a (3000psi) concrete cutoff sill	42	Cubic Yards	$1,724.00	$72,408.00	511000	SP-509, 511	$1,660.50	$69,741.00	511000	SP-509, 511	$1,150.00	$48,300.00	511000	SP-509, 511

					Jocelyn Water and Sewer, LLC				Kimo Constructors, Inc.				Meridian Contracting, Inc.			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	11	Earthwork: excavation and compacted backfill	392	Cubic Yards	$23.00	$9,016.00	203000	SP-203, 206	$126.10	$49,431.20	203000	SP-203, 206	$55.00	$21,560.00	203000	SP-203, 206
X	12	Furnish and install Class B riprap	90	Cubic Yards	$177.00	$15,930.00	602010	602	$245.20	$22,068.00	602010	602	$598.00	$53,820.00	602010	602
X	13	Furnish and install 6" drain tile	267	Linear Foot	$25.00	$6,675.00	605000	SP-605-A	$128.60	$34,336.20	605000	SP-605-A	$162.00	$43,254.00	605000	SP-605-A
X	14	Revegetation and planting	1	Lump Sum	$35,333.00	$35,333.00	632020	SP-632-A, 632, 664	$102,100.00	$102,100.00	632020	SP-632-A, 632, 664	$50,550.00	$50,550.00	632020	SP-632-A, 632, 664
Total						$709,134.00				$893,011.00				$874,741.00		

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Acceptance of Bid		Pass	Pass
Acceptance of Terms and Conditions		Pass	Pass

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.	Pass	Pass	Pass
Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.	Pass	Pass	Pass
Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.	Pass	Pass	Pass
Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.	Pass	Pass	Pass

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.	Pass	Pass	Pass
Collusion	Pass	Pass	Pass
It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.	Pass	Pass	Pass
The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.	Pass	Pass	Pass
Confirmation of Bidder Regarding Equal Employment Opportunity	Pass	Pass	Pass
Forms Required at Time of Bid			
Bid Bond, Bid Security and Agent's Affidavit	Pass	Pass	Pass
Non-Collusion Affidavit of Prime Bidder	Pass	Pass	Pass

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Subcontractor Listing	Pass	Pass	Pass
Certification of Non-Segregated Facilities	Pass	Pass	Pass
Bid Form	Pass	Pass	Pass
Forms Required at Time of Contract			
Certificate of Liability Insurance	No Response	Pass	
Payment Bond - SAMPLE	No Response	Pass	
Performance Bond - SAMPLE	No Response	Pass	
Affidavit of Wages Paid		Pass	
Statement of Intent to Pay Prevailing Wages			
Payroll Statement of Compliance			

[JOCELYN WATER AND SEWER, LLC] RESPONSE DOCUMENT REPORT

Const. ITB No. FY26-Const. ITB-075

Santa Fe River Repair at Cristobal Colon

RESPONSE DEADLINE: March 30, 2026 at 1:55 pm

Report Generated: Monday, March 30, 2026

Jocelyn Water and Sewer, LLC Response

CONTACT INFORMATION

Company:
Jocelyn Water and Sewer, LLC

Email:
jocelynwands@outlook.com

Contact:
Jeremy Jocelyn

Address:
18759 Range Pole Pt
Big Lake, MN 55309

Phone:
N/A

Website:
N/A

Submission Date:
Mar 30, 2026 1:46 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn

Addendum #2
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn

Addendum #3
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn

QUESTIONNAIRE

1. Acceptance of Bid*

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

Confirmed

2. Acceptance of Terms and Conditions*

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

Confirmed

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.*

Yes

4. Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.*

Yes

5. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*

Yes

6. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.*

Yes

7. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*

Yes

8. Collusion*

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm

or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

Yes

9. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

Confirmed

10. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.*
    - Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
    - Contractor shall be responsible for State CID requirements and permit.
    - Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
    - Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
    - Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Confirmed

11. Confirmation of Bidder Regarding Equal Employment Opportunity*

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Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

Confirmed

12. Forms Required at Time of Bid

BID BOND, BID SECURITY AND AGENT'S AFFIDAVIT*
Please download the below documents, complete, and upload.

- Bid_Bond_Form.Bid_Security_...

Bid_Bond.pdf

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

Non_Conclusion_Affadvit.pdf

SUBCONTRACTOR LISTING*
Please download the below documents, complete, and upload.

- Subcontractor_Listing.pdf

f26c7f2b-9bd5-4296-8047-afa074a74ea9_Subcontractor_Listing.pdf

CERTIFICATION OF NON-SEGREGATED FACILITIES*
Please download the below documents, complete, and upload.

- Certification_of_Non_Segreg...

Cert_Non_Segregated_Facilities.pdf

BID FORM
Please download the below documents, complete, and upload.

- BID_FORM.docx

Bid_Form_Incorrect.pdf

13. Forms Required at Time of Contract

CERTIFICATE OF LIABILITY INSURANCE

- Certificate_of_Liability_In...

No response submitted

PAYMENT BOND - SAMPLE

- Payment_Bond_SAMPLE.pdf

No response submitted

PERFORMANCE BOND - SAMPLE

- Performance_Bond_SAMPLE.pdf

No response submitted

AFFIDAVIT OF WAGES PAID*
Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_WAGES_PAID.pdf

Not_Required_At_This_Time.pdf

STATEMENT OF INTENT TO PAY PREVAILING WAGES*
Please download the below documents, complete, and upload.

- STATEMENT_OF_INTENT_TO_PAY_...

Not_Required_At_This_Time.pdf

PAYROLL STATEMENT OF COMPLIANCE*
Please download the below documents, complete, and upload.

- Payroll_Statement_of_Compli...

Not_Required_At_This_Time.pdf

PRICE TABLES

Line Item	NMDOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
1	621000	621	Mobilization and demobilization	1	Lump Sum	$36,540.00	$36,540.00
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12	602010	602	Furnish and install Class B riprap	90	Cubic Yards	$177.00	$15,930.00
13	605000	SP-605-A	Furnish and install 6" drain tile	267	Linear Foot	$25.00	$6,675.00
14	632020	SP-632-A, 632, 664	Revegetation and planting	1	Lump Sum	$35,333.00	$35,333.00
TOTAL							**$709,134.00**

Services Offered to the City of Santa Fe (FY26)

Services not offered by Horizons

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

From: DUTTON-LEYDA, TRAVIS K.
To: JORDY, CLAIRE S.
Cc: Purchasing DET
Subject: RE: Determination for Santa Fe River Repairs at Cristobal Colon
Date: Friday, January 23, 2026 1:37:18 PM
Attachments: image002.png
image004.png

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- 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.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you

choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://santafenm.munisselfservice.com/vss/

[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

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

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: JORDY, CLAIRE S. <csjordy@santafenm.gov>
Sent: Friday, January 23, 2026 1:36 PM

To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination for Santa Fe River Repairs at Cristobal Colon

Hello,

Can I get a determination for the following scope of work please?

Construction will consist of removal and reconstruction activities of grade control structures in the Santa Fe River, near Avenida Cristobal Colon. The work includes removal of deteriorated infrastructure, installation of new grouted boulder grade control structures, and revegetation. The scope of the work for construction will include, but is not limited to:

- Onsite meetings with Engineer of Record
- Site Preparation
- Removal & Demolition
- Earthwork & Grading
- Erosion Control & Site Restoration
- Traffic Control
- Mobilization, Demobilization, and Final Cleanup

Best,

Claire Jordy
Project Manager II
River and Watershed Section
City of Santa Fe

phone: 505-469-8849
email: csjordy@santafenm.gov

CITY OF SANTA FE
RIVER & WATERSHED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2026

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 Miller-Hartwig Insurance PO Box 1177 Lakeville MN 55044	**CONTACT NAME:** John Rooney **PHONE (A/C, No, Ext):** 952-469-0404 **FAX (A/C, No):** 952-469-1881 **E-MAIL ADDRESS:** jrooney@millerhartwig.com
INSURED JOCEWAT-01 Jocelyn Water and Sewer, LLC 18759 Range Pole Pt Big Lake MN 55309-4652	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Scottsdale Insurance Company **INSURER B :** Progressive **INSURER C :** ACE AMERICAN INSURANCE COMPANY **INSURER D :** Ohio Casualty Ins Co — 24074 **INSURER E :** SFM Mutual Insurance Co — 11347 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 106390090 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPS8275192	8/19/2025	8/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			988080856	10/14/2025	10/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXS4062104	8/19/2025	8/19/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		189176.202	2/10/2026	2/10/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C D	Pollution Liability Equipment Coverage			G48828401 001 BMO69602393	8/19/2025 8/25/2025	8/19/2026 8/25/2026	1,000,000 2,500 ded/condition 125,000	2,000,000 Agg.

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

CERTIFICATE HOLDER

City of Santa Fe
River and Watershed Section
200 Lincoln Avenue
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

John F. Romero

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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: Jocelyn Water and Sewer, LLC

Business Location: 18759 Range Pole Pt
Big Lake, MN 55309

Owner: Jeremy Jocelyn

License Number: 241583

Issued Date: October 02, 2025

Expiration Date: October 02, 2026

CRS Number: 03653593001-GRT

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Specialty

Fees Paid: $10.00

Jocelyn Water and Sewer, LLC

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

Signature: Zoe Isaacson

Email: zrisaacson@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

Signature: YVONNE SWENSON (May 18, 2026 15:49:07 MDT)

Email: ycswenson@santafenm.gov

Signature: JOHN BURNETT (May 20, 2026 10:14:34 MDT)

Email: jsburnett@santafenm.gov

CITY OF SANTA FE

Date: **April 22, 2026**

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: John Del Mar, Engineer Supervisor, Water Division JDM

Via: Jesse Roach, Interim Public Utilities Department Director JR Jesse Roach

Jonathan Montoya, Interim Water Division Director JM JM

Subject: Permitting Software Contract Amendment and Budget Amendment Resolutions

Vendor Name: Vertosoft, LLC

Vendor Number: 10788

ACTION:

Request for Approval of Amendment No. 1 to a General Services Contract with Vertosoft LLC for the Purchase of Additional OpenGov Enterprise Asset Management Software Domains in a Total Amount Not to Exceed $209,278.24, Including NM GRT.

1. Request for Approval of a Budget Amendment Resolution (BAR) Increasing Public Utilities Admin Software Budget by $84,705.00 and Decreasing Available Water Enterprise Fund in the Total Amount of $84,705.00.

CONTRACT NUMBER:

The FY25 Munis contract number is 3260136.

BACKGROUND AND SUMMARY:

The OpenGov Permitting and Licensing platform was selected by the City of Santa Fe Land Use Department in July 2025. The platform supports key land use planning and permitting functions, including application intake, plan review, inspections, fee collection, code enforcement, licensing, and reporting. The Water Division's development process is supported in the Land Use implementation of the OpenGov platform; however, the Water Division has additional processes that occur outside of the Land Use framework. These are cases where customers come to the Water Division for new or changed water service and water line extensions, but do not need to go through any Land Use process. To maintain consistency withing the Water Division, and between the Public Utilities and Land Use Departments, the Water Division approached OpenGov for an expansion in their scope to include our additional use cases.

Original contract item #25-0373 in the amount of $800,576.77 was approved by the Governing Body on August 13, 2025. The contract includes a one-time deployment, first year subscription and two additional annual renewals. The first renewal date is February 14, 2026.

Amendment 1 increases the contract amount by $209,278.24 for a total of $1,035,141.40 including NMGRT for the four remaining years of the contract. The contract amendment includes a one-time deployment, first year subscription and two

additional annual renewals. The amendment also corrects the NMGRT rate in the original contract. The cost of this amendment will be funded by the Water Division.

The FY26 cost requested in Amendment No. 1, is $84,705.00 including GRT and includes costs for implementation as well as the first-year subscription. Subsequent years will be included in the Water Division's annual operating budget. The requested budget amendment is funded by the Water Enterprise Fund.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund / 505

Munis Org Name/Number: PUD Admin / 5115501

Munis Object Name/Number: Software>$5k / 570850

Budget Officer / Designee: Andy Hopkins **Date:** 05/01/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Cooperative Purchase - procurement method is the OMNIA Partners contract 01-165.

Item #25-0373 Munis No. 3260136.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/06/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria (May 26, 2026 10:35:01 MDT) **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Amendment 1
Budget Adjustment Request (BAR)
Original contract packet
Certificate of Insurance

Item#_____
Munis Contract# 3260136
Original Contract Item# 25-0373
OMNIA Partners Master Agreement # 01-165

CITY OF SANTA FE
GENERAL SERVICES CONTRACT
ITEM #25-0373
AMENDMENT NO. 1

This AMENDMENT NO. 1 ("Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated August 16, 2025 ("Contract"), between the City of Santa Fe ("City") and VERTOSOFT, LLC. ("Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

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. SCOPE OF WORK

Article 2, paragraph A of the Contract is amended to read as follows:

The Contractor shall perform the scope of work outlined in Exhibit A and Exhibit A.1.

2. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of One-Hundred Ninety-Three Thousand Four Hundred Forty Dollars and Thiry-One Cents ($193,440.31), plus applicable out-of-state GRT. The GRT for the increased amount will be calculated based on the current rate of 8.1875%, totaling $15,837.93, so that Article 3 reads in its entirety as follows:

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B and Exhibit B1, less retainage, if any, as identified in paragraph C of this Clause.

A. The amount payable to the Contractor under this Contract shall not exceed $956,803.14, plus applicable GRT. The GRT will be calculated based on the current rate of 8.1875%, totaling $78,338.26. The total compensation is $1,035,141.40. 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 services, in excess of the total compensation amount being provided.

Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Progress and Deliverable Payments will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, Section 13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the City at least thirty (30) days after the completion of each Deliverable and no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID. If you do not receive confirmation of invoice receipt within seven days, email accountspayable@santafenm.gov to request an update. For contract-related inquiries, contact purchasing@santafenm.gov.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the date of the final signature set forth below.

CITY OF SANTA FE:

MAYOR MICHAEL J. GARCIA

DATE:

CONTRACTOR: VERTOSOFT, LLC

H. Jay Colavita

JAY COLAVITA, PRESIDENT

DATE: Apr 21, 2026

NMBTIN# 81-3911287

City of Santa Fe Business Registration _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos D. Martinez

Marcos D. Martinez (Apr 21, 2026 08:35:47 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 22, 2026 09:51:00 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit A1



Statement of Work

City of Santa Fe, NM

Creation Date: 01/28/2026
SoW Expiration Date:04/28/2026
Document Number: PS-10998.1
Created by: Josh Volpert

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Santa Fe, NM ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

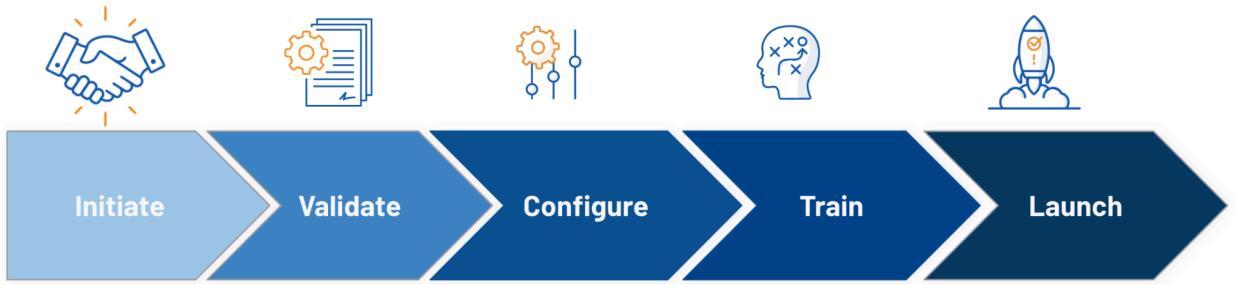
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Water Services

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Water Services Service Area
Up to one (1) record types from the following list:

- Water Service Application

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Train

Administrator Training

OpenGov will:

- Provide up to eight (8) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to eight (8) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 2/25/2026, 6:12 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Santa Fe, NM

Contract: NCPA - OMNIA 01-165

Quote #: Q-19530
Expires On: 4/15/2026

Ship To
Taylor Jurgens
City of Santa Fe, NM

Quote For:
Name:
Company: City of Santa Fe, NM
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 4/15/2026
Overall POP End Date: 4/14/2029

Group1 4/15/2026 - 4/14/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCV-B300500M-AR-3Y	Autofill Interface - Between $300-500 Million - 3Y	2.00	$1,482.01	$2,964.02
OG-TWET-B300500M-AR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $300-500 Million - 3Y	1.00	$50,530.14	$50,530.14
OG-PSBG-B300500M-OT-0Y	Professional Services Deployment - Prepaid - Between $300-500 Million - 0Y	124.00	$200.00	$24,800.00
			Group1 TOTAL:	$78,294.16

Group2 4/15/2027 - 4/14/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCV-B300500M-AR-3Y	Autofill Interface - Between $300-500 Million - 3Y	2.00	$1,556.10	$3,112.20
OG-TWET-B300500M-AR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $300-500 Million - 3Y	1.00	$53,056.65	$53,056.65
			Group2 TOTAL:	$56,168.85

Group3 4/15/2028 - 4/14/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWCV-B300500M-AR-3Y	Autofill Interface - Between $300-500 Million - 3Y	2.00	$1,633.91	$3,267.82
OG-TWET-B300500M-AR-3Y	Permitting and Licensing - Public Works Permits Additional Service Area - Between $300-500 Million - 3Y	1.00	$55,709.48	$55,709.48
			Group3 TOTAL:	$58,977.30

Grand Total: $193,440.31

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Statement of Work

City of Santa Fe, NM

Creation Date: 01/28/2026
SoW Expiration Date:04/28/2026
Document Number: PS-10998.1
Created by: Josh Volpert

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Santa Fe, NM ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

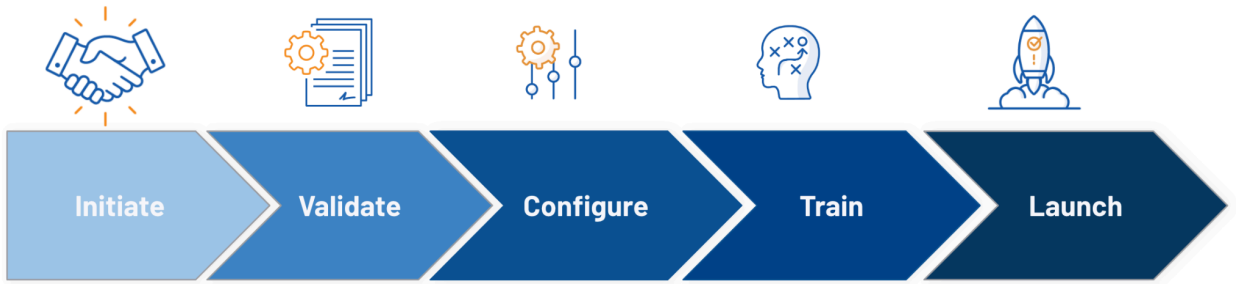
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Water Services

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Water Services Service Area
Up to one (1) record types from the following list:

- Water Service Application

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Train

Administrator Training

OpenGov will:

- Provide up to eight (8) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to eight (8) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
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HyperAdopt

OpenGov will:

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- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

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Permitting & Licensing Technical Requirements

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / PU ADMIN	4/27/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
ESD- Utility IF Transfer Out To 511	5100331	765511		19,846	
WWD- Utility IF Transfer Out To 511	5000061	765511		17,727	
WTR- Utility IF Transfer Out To 511	5050381	765511		44,537	
PU Admin, Software Purchase	5115501	570850		82,110	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
UtilityIF Transfer In From Fund 510	5115501	665510		(19,846)	
UtilityIF Transfer In From Fund 500	5115501	665500		(17,727)	
UtilityIF Transfer In From Fund 505	5115501	665505		(44,537)	
				$ 82,110	$ -

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

BAR is needed to fund purchase of Additional OpenGov Enterprise Asset Management Software Domains.

Munis Contract #3260136

Item# 25-0373

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(19,846)
500	(17,727)
505	(44,537)
511	-
TOTAL:	**(82,110)**

Amanda Britt for John Del Mar
Prepared By *{print name}* Date

JONATHAN MONTOYA
JONATHAN MONTOYA (Apr 29, 2026 09:05:31 MDT)

Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

05/01/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2025

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

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

PRODUCER
Preferred Ins. Services, Inc
4100 Monument Corner Dr., Suite 400
Fairfax VA 22030

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 703-667-5940 **FAX (A/C, No):** 703-991-4838
E-MAIL ADDRESS: certs@preferins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance	20508
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : National Fire Insurance Company of Hartford	20478
INSURER F : At-Bay Specialty Insurance Company	31127

INSURED VERTLLC-01
Vertosoft LLC
1602 VILLAGE MARKET BLVD SE STE 320
Leesburg VA 20175

COVERAGES **CERTIFICATE NUMBER:** 1027144996 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	8035262202	12/1/2025	12/1/2026	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 $
E	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	8035510142	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUE 8035262233	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC835262216	12/1/2025	12/1/2026	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
D F F	Tech E&O/Cyber/Media Liability Excess Liability 5mil over 5mil Excess Liability 5mil over 10mil			C4LRC103259CYBER2025A 833896578 AB-6738588-01	12/1/2025 12/1/2025 12/1/2025	12/1/2026 12/1/2026 12/1/2026	Each Claim/Aggregate Each Claim/Aggregate Each Claim/Aggregate	5,000,000 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Santa Fe Water Division, 801 W San Mateo Rd., Santa Fe, NM 87505 are Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability regarding all work performed by the named insured. Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability and Workers' Compensation. Umbrella Liability Follows form. Primary & non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary (except for non-owned autos).

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W San Mateo Rd.
Santa Fe NM 78505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CNA

CNA PARAMOUNT

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. **Additional Insureds**
2. **Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
3. **Bodily Injury – Expanded Definition**
4. **Broad Knowledge of Occurrence/ Notice of Occurrence**
5. **Broad Named Insured**
6. **Estates, Legal Representatives and Spouses**
7. **Expected Or Intended Injury – Exception for Reasonable Force**
8. **In Rem Actions**
9. **Incidental Health Care Malpractice Coverage**
10. **Joint Ventures/Partnership/Limited Liability Companies**
11. **Legal Liability – Damage To Premises**
12. **Medical Payments**
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16. **Personal And Advertising Injury - Limited Contractual Liability**
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18. **Supplementary Payments**
19. **Property Damage – Patterns, Molds and Dies**
20. **Unintentional Failure To Disclose Hazards**
21. **Waiver of Subrogation – Blanket**

5002000028035262202020890

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   - **a.** the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   - **b.** the construction, erection, or removal of elevators; or
   - **c.** the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   - **a. Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   - **b. Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence,** offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim.**

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period,**

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

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6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

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Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

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ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such

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Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

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12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

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Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

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B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

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A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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VIRGINIA LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: VERTOSOFT LLC
Endorsement Effective Date: 12/01/2025

SCHEDULE	
Insurance Company: National Fire Insurance Company of Hartford	
Policy Number: 8035510142	
Effective Date: 12/01/2025	**Expiration Date:** 12/01/2026
Named Insured: VERTOSOFT LLC	
Address: 1602 VILLAGE MARKET BLVD SE STE 340 LEESBURG, VA 20175-5105	
Additional Insured (Lessor):	
Address	
Designation Or Description Of Leased "Autos":	

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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This coverage applies only in the event of a total theft of your covered **auto.**

This insurance is excess over any other collectible insurance and no deductible applies.

6. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered **auto**; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

D. Waiver Of Subrogation

Paragraph **A.5.** of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for injury or damages under this Coverage Form.

The injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to such waiver prior to an **accident** or **loss.**

E. International Coverage – Hired "Autos"

Paragraph **B.7.e.** of **SECTION IV – BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

e. Anywhere in the world if:

1. A covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

2. The **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

F. Airbag Coverage

The following is an exception to Paragraph **B.3.a.** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

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or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident,** and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim**, **incident** or such event covered by such **other insurance.**

With respect to **Coverage A – Excess Follow Form Liability** only, if:

a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;

b. **Underlying Insurance** includes that person or entity as an additional insured; and

c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured.**

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

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Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss**.**

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

A. notices that are published include material placed on the Internet or on similar electronic means of communication; and

B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement.**

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim.**

Auto means:

A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment.**

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

A. suit; or

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Exhibit A1



Statement of Work

City of Santa Fe, NM

Creation Date: 01/28/2026
SoW Expiration Date:04/28/2026
Document Number: PS-10998.1
Created by: Josh Volpert

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of Santa Fe, NM ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Permitting & Licensing

2.2. Exhibit 2: Technical Requirements

2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order").

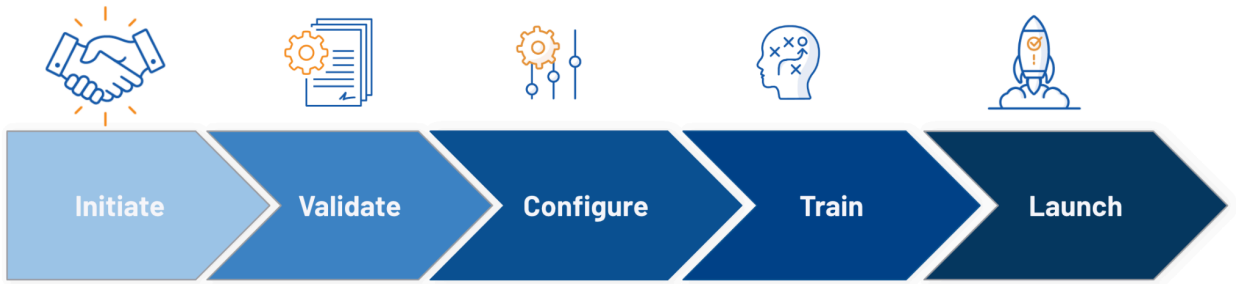
Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a standardized five-phase methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Water Services

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - Review deliverables
  - Review technical requirements
  - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Water Services Service Area
Up to one (1) record types from the following list:

- Water Service Application

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Train

Administrator Training

OpenGov will:

- Provide up to eight (8) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to eight (8) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

CITY OF SANTA FE

Date: July 23, 2025

To: Finance Committee and Governing Body

Via: Mark Scott, City Manager for ANDREA PHILLIPS (Jul 25, 2025 09:58:49 MDT)
Elisa Montoya, Community Development Director Elisa D. Montoya Elisa D. Montoya (Jul 30, 2025 19:40:48 MDT)

From: Heather Lamboy, Planning and Land Use Department Director

Subject: Request to Establish a City of Santa Fe General Services Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software and Related Modules (Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov)

Vendor Name: Vertosoft, LLC, Subcontractor: OpenGov

Vendor Number: 10788

ACTION:
Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov and Implementation Services in the total amount not to exceed $763,362.83, plus out-of-state GRT, for a Five-Year Term. (Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe intends to procure OpenGov Permitting, Licensing & Code Enforcement software and related modules via an existing OMNIA Partners Cooperative Master Agreement (No. 01-165) with Vertosoft, LLC. This software will be a valuable tool for City staff to streamline permitting processes, enhance customer service, and improve overall operational efficiency.

In May of 2017, the City implemented the Tyler EnerGov system in an effort to modernize permitting and licensing functions. However, EnerGov has consistently proven unreliable, difficult to configure, and heavily dependent on costly modifications to meet even basic business needs. Despite significant time and effort invested by City staff and ITT, EnerGov remains problematic.

These issues are not unique to Santa Fe. Government entities across the country—including San Diego County, CA; the City of Dallas, TX; the City of Raleigh, NC; Clark County, NV; and Prince William County, VA—have publicly reported similar frustrations with EnerGov. Commonly cited issues include:

Extensive Customization Needs: EnerGov is marketed as highly configurable, but many jurisdictions find that achieving basic operational needs requires expensive, time-consuming custom development.

High Ongoing Costs: Even after implementation, governments frequently face substantial ongoing expenses for outside consultants, app developers, and Tyler's own services to maintain or modify the system.

Frequent System Errors and Instability: Users report system glitches, slow performance, and frequent disruptions to core permitting workflows such as inspections, reviews, and approvals.

Upgrade Risks: Updates and patches often break prior customizations, making routine maintenance risky and costly.

Poor User Experience: The platform is unintuitive for both staff and applicants, increasing error rates and extending processing times.

Delayed and Inconsistent Support: Agencies report slow response times for technical support, with urgent issues sometimes taking days or weeks to resolve.

Inflexibility Post-Go-Live: Even small changes to workflows, fees, or forms typically require opening new change orders or waiting on Tyler's development teams.

Given these challenges, continuing with EnerGov would mean prolonged troubleshooting, high ongoing costs, and delayed improvements for the City's permitting operations. It would also restrict the City's ability to quickly adapt to new permitting needs or regulatory changes.

As part of its efforts to identify a better permitting solution, the City evaluated multiple software platforms. After extensive market research, product demonstrations, and reference checks with other government agencies, OpenGov emerged as the best-in-class solution. OpenGov offers a proven, modern, cloud-based platform that meets the City’s needs today—and is flexible enough to adapt to future demands.

OpenGov’s Permitting platform has been successfully implemented by hundreds of government entities and offers mobile access, a user-friendly interface, faster deployment, and built-in best practices—without requiring heavy customization. Additionally, OpenGov provides direct applicant support at no extra cost, reducing the burden on City staff.

The software will support key permitting functions, including application intake, plan review, inspections, fee collection, code enforcement, licensing, and reporting. It will enable the City to streamline workflows, reduce processing times, improve applicant communication, and strengthen transparency. OpenGov also offers significantly faster and more accessible customer support compared to Tyler, with users having immediate access to assistance when needed—dramatically reducing downtime and minimizing disruptions to work.

The contract will be for a five-year term, with a total contract amount not to exceed $800,576.77, which includes $763,362.83 in compensation and $37,213.94 in out-of-state GRT at a rate of 4.875%. The expected cost in the first year is $330,564.52, of which approximately $129,496.78 will be one-time implementation costs. The remaining amount will cover the annual software subscription.

PROCUREMENT METHOD:
NMSA 1978, Section 13-1-135 – Cooperative Purchase - The procurement method is the OMNIA Partners contract 01-165.

Chief Procurement Officer Approval: _____ **Date:** 07/23/2025

Supporting Information:

CONTRACT NUMBER:
The FY26 Munis contract number: TBD

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is: **IT Services to Other Departments**
Munis Org/Object: xx1004501/563100xx 3253950.510310 ITT ERP/SVC CNTR

Approval: Andy Hopkins **Title: Budget Officer** **Date**: 07/24/2025
Comment & Exceptions:

Grant Award Number: **N/A**
Project Ledger #: N/A

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):
☐**Yes** | ☒ **No**

Repair or Replacement of Existing Equipment:
☐**Yes** | ☒ **No**

Capital Project:
☐ **Yes** | ☒ **No**

Department Approvals:
IT Components: ☒ **Yes** | ☐ **No**

Approval: **Title: City CIO** **Date**: 07/23/2025
Comment & Exceptions:

Department Contract Administrators Contact Info:
Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov
Margaret Moore, Planner Manager, mrmoore@santafenm.gov

ATTACHMENTS:
Certificate of Liability Insurance
General Services Contract
Statement of Work
Horizons Declination
Price Exhibit
CPO Determination
OMNIA Master Agreement
ITT Approval Form

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

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

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

PRODUCER	CONTACT NAME: Certificate Department	
Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030	PHONE (A/C, No, Ext): 703-667-5940	FAX (A/C, No): 703-991-4838
	E-MAIL ADDRESS: certs@preferins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance	20508
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D : Arch Specialty Insurance Company	21199
INSURER E :	
INSURER F :	

INSURED VERTLLC-01
Vertosoft LLC
1602 VILLAGE MARKET BLVD SE STE 320
Leesburg VA 20175

COVERAGES **CERTIFICATE NUMBER:** 838707780 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7013025936	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7013025936	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7013027489	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE 	$ 6,000,000 $ 6,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7013027475	12/1/2024	12/1/2025	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
D	Tech E&O/Cyber/Media Liability			C-4LRC-103259-CYBER-2025	2/15/2025	12/1/2025	Each Claim/Aggregate	5,000,000

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

Re: City of Santa Fe is Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability, regarding all work performed by the named insured. Primary and non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary (except for non-owned autos). Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability, and Workers' Compensation. Umbrella Liability follows form.

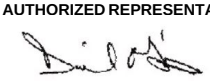
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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7013025936



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY- OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL UMBRELLA PLUS COVERAGE PART

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

Throughout this policy the words "you" and "your" refer to the Named Insured identified under **SECTION II** – **WHO IS AN INSURED** of this policy.

The word "insured" means any person or organization qualifying as such under **SECTION II** – **WHO IS AN INSURED.**

The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V** – **DEFINITIONS.**

SECTION I – COVERAGES

1. Insuring Agreement

We will pay on behalf of the insured those sums in excess of "scheduled underlying insurance," "unscheduled underlying insurance" or the "retained limit" that the insured becomes legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

a. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "incident" anywhere in the world;

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

(3) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:

(i) Prior to the policy period, no "authorized insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and

(ii) During the policy period, an "authorized insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

For purposes of this Paragraph **(1) a.(3)** only, if **(a)** "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the termination of this policy period; and **(b)** no "authorized insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

b. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "authorized insured" includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "authorized insured":

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

(2) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. This insurance applies to "personal and advertising injury" caused by an "incident" committed anywhere in the world during the policy period.

If we are prevented by law, statute or otherwise from paying on behalf of the insured, then we will indemnify the insured for those sums that the insured is legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

2. Exclusions

This Insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. This exclusion does not apply to Employers Liability claims for "bodily injury" covered by "scheduled underlying insurance."

b. Contractual Liability

"Bodily injury," "property damage" or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the

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assumption of liability in a contract or agreement. This exclusion does not apply to liability for "ultimate net loss":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. "Personal and advertising injury" Exclusions

"Personal and advertising injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(4) Arising out of a criminal act committed by or at the direction of the insured;

(5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(8) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan;

(9) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of websites for others; or

(c) An Internet search, access, content or service provider;

However, this exclusion does not apply to paragraphs **10. a., b.** and **c.** of "personal and advertising injury" under **SECTION V – DEFINITIONS**;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or

(11) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a:

(1) Workers' compensation;

(2) Disability benefits; or

(3) Unemployment compensation

law or any similar law.

e. Employers Liability

"Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

(a) Employment by the insured; or

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

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

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply:

(1) To liability assumed by the insured under an "insured contract"; or

(2) Only to the extent that coverage is provided by "scheduled underlying insurance."

f. Pollution

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

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

(e) That are, or that are contained in property that is:

(i) Being transported or towed by, or handled for movement into, onto or from a covered "automobile";

(ii) Otherwise in the course of transit;

(iii) Being stored, disposed of, treated or processed in or upon the covered "automobile";

(f) Before the "pollutants" or property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "automobile"; or

(g) After the "pollutants" or property in which the "pollutants" are contained are moved from the covered "automobile" to the place where they are finally:

(i) Delivered;

(ii) Disposed of; or

(iii) Abandoned

by the insured.

Subparagraphs **(a)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraph **(e)(iii)** does not apply to fuels, lubricants, fluids, exhaust, gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "automobile" or its parts if the "pollutants" escape or are discharged, dispersed or released directly from an "automobile" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Subparagraphs **(f)** and **(g)** do not apply if the "pollutants" or property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "automobile" and the discharge, dispersal, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

(2) "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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(3) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

g. Watercraft

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

(1) Ownership;

(2) Maintenance;

(3) Use; or

(4) Entrustment to others

of a "watercraft" owned or operated by or rented or loaned to an insured. Use includes operation or "loading or unloading."

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

This exclusion does not apply to:

(1) A "watercraft" while ashore on premises you own or rent;

(2) A "watercraft" you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge; or

(3) Liability assumed under an "insured contract" for the ownership, maintenance or use of "watercraft."

h. Aircraft

The ownership, maintenance, operation, use, entrustment to others or "loading or unloading" of any "aircraft":

(1) Owned by an insured; or

(2) Chartered without crew by an insured or on an insured's behalf.

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

i. War

Any liability arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

k. Damage to your Product

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

l. Damage to you Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. E.R.I.S.A.

Liability for alleged or actual violations of the Employees Retirement Income Security Act of 1974 or any amendments or additions thereto.

p. Directors and Officers

Liability for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director or officer of an organization.

q. Uninsured/Underinsured Motorist and Similar Laws

Liability imposed on the insured under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

r. Electronic Data

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

s. Nonemployment Related Discrimination

To any alleged or actual nonemployment related discrimination committed intentionally against a person.

t. Asbestos

(1) "Bodily Injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to "asbestos"; or

(2) Any loss, cost or expense that may be awarded or incurred:

(a) By reason of a claim or "suit" for any such injury or damage; or

(b) In complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of "asbestos."

u. Fungi and Microbes

(1) "Bodily injury," "property damage" or "personal and advertising injury," which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi or microbes"; or

(2) Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "fungi or microbes" by any insured or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

v. Silica

(1) "Bodily injury" arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of "silica;" or

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(2) "Personal and advertising injury" or "property damage" arising in whole or in part out of the actual, alleged or threatened presence of "silica."

w. Named Insured vs. Named Insured

Any liability arising out of claims or "suits" by a named insured against another named insured.

x. Employment Related Practices

Any liability arising out of:

(1) A refusal to employ;

(2) Termination of employment;

(3) Demotion, evaluation, reassignment, discipline;

(4) Coercion, defamation, discrimination, harassment or humiliation; or

any other employment related practices, policies, acts or omissions.

y. Terrorism Limitation

"Bodily injury" or "property damage" arising out of any act of terrorism, unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

z. Liquor Liability Limitation

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

aa. Auto and Mobile Equipment Limitation

Any liability arising out of the:

(1) Ownership;

(2) Maintenance;

(3) Use; or

(4) Entrustment to others

of an "automobile" or "mobile equipment" owned or operated by or rented or loaned to an insured unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

To the extent that this insurance applies to an "automobile" or "mobile equipment" it is further subject to the pollution exclusion, exclusion **f.** of this policy.

Use includes operation or "loading or unloading."

bb. Do Not Call

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or the CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II – WHO IS AN INSURED

1. Named Insured means any individual or organization stated in the Declarations of this policy and if you are designated in the Declarations of this policy as:

a. An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.

If you are designated in the Declarations of this policy as an individual, this policy shall not apply to liability arising out of your domestic or non-business activities. This does not apply to the ownership, maintenance, use or "loading or unloading" of any "automobile," or to the Personal Umbrella Liability Coverage Part.

b. A partnership or joint venture, you and your members, your partners, and their spouses, but only with respect to the conduct of your business.

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

c. An organization other than a partnership or joint venture, you and your executive officers and directors, but only with respect to their duties as your officers or directors. Your stockholders are also named insureds, but only with respect to their liability as stockholders.

d. A limited liability company, you and your members, but only with respect to the conduct of your business. Your managers are also named insureds but only with respect to their duties as your managers.

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

e. A corporation or organization, other than partnerships, joint ventures or limited liability companies, that you form, acquire or gain control of during the policy period, but only with respect to "bodily injury," "property damage" or "personal and advertising injury" taking place after you form, acquire or gain control of such corporation or organization.

2. Insured means the Named Insured and:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your employees, other than your executive officers and directors (if you are an organization other than a partnership, joint venture or limited liability company) or your members (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct or your business. However, none of these employees or "volunteer workers" is an insured for:

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

(a) To you; to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company) or to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-employee or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a) or (b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

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

b. A person or organization for whom you are required, by virtue of a written contract entered into prior to the "bodily injury," "property damage" or "personal and advertising injury" occurring or being committed, to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of insurance required by such contract, not to exceed the limits of insurance in this policy.

c. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such "scheduled underlying insurance."

However, If a blanket additional insured endorsement is attached to the general liability "scheduled underlying insurance" pursuant to a written or oral contract or agreement between you and another person or organization (called additional insured), this insurance is excess over such insurance provided to the additional insured subject to the following conditions:

(1) If the limits specified in the written contract or agreement are less than the limits provided by the "scheduled underlying insurance," then no coverage is provided to the additional insured under this policy.

(2) If the limits specified in the written contract or agreement are greater than the limits provided by the "scheduled underlying insurance," then this insurance is excess over the insurance provided by the "scheduled underlying insurance." The limits of insurance for the additional insured are the lesser of:

(i) The limits specified in the written contract; or

(ii) The limits of the "scheduled underlying insurance" plus the limits of this policy.

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits."

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d. "Automobiles," "aircraft" or "watercraft" to which this policy applies; or

e. Coverages under which loss is insured in this policy.

2. The limit of insurance shown in the Declarations as the Aggregate Limit is the most we will pay for the sum of all "ultimate net loss," to which this insurance applies and applies separately to all "ultimate net loss":

a. Included in the "products-completed operations hazard";

b. To which, and in the same manner, an aggregate limit applies under "scheduled underlying insurance" other than "ultimate net loss" included in the "products-competed operations hazard"; and

c. To which no "scheduled underlying insurance" applies.

The Aggregate Limit does not apply to "ultimate net loss" for which no aggregate limit applies in the "scheduled underlying insurance."

3. Subject to **2.** above, the limit of insurance shown in the Declarations as the Each Incident limit is the most we will pay for the sum of all "ultimate net loss" to which this insurance applies arising arising out of any one "incident."

4. In the event of reduction or exhaustion of the aggregate limits of insurance under "scheduled underlying insurance" solely by reason of payments of a combination of covered:

a. Expenses;

b. Settlements; or

c. Judgments

paid thereunder as a result of "bodily injury," property damage" or "personal and advertising injury" taking place during this policy period, this policy shall, subject to this limit of insurance provision and to the remaining terms and provisions and conditions of this policy:

a. Apply in excess of such reduction of "scheduled underlying insurance"; or

b. Apply in place of the exhausted amount of "scheduled underlying insurance."

Nothing in **a.** or **b.** above shall serve to increase the limits of insurance shown in the Declarations.

5. The limits of this policy shall apply separately to:

a. Each consecutive annual period; and

b. Remaining periods of less than 12 months;

starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – CONDITIONS

1. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of you or an "underlying insurer" shall neither relieve nor increase any of our obligations under this policy.

In the event there is diminished recovery or no recovery available to you as a result of such financial impairment of an insurer providing "scheduled underlying insurance," the coverage under this policy shall apply only in excess of the limits of insurance stated in the "scheduled underlying insurance." Under no circumstances shall we be required to drop down and replace the limits of insurance, or assume the obligations of a financially impaired insurer.

2. Duties of the Insured

a. In the event of an "incident" which has not resulted in a claim or suit.

Whenever you have information of an "incident" which involves injuries or damages likely to involve this policy, written notice shall be given by or for you to us or to our authorized agent as soon as practicable. The notice shall contain:

(1) Particular information sufficient to identify the insured;

(2) Such information as can be reasonably obtained with respect to time, place and circumstances of the occurrence or offense; and

(3) Names and addresses of the insured and of available witnesses.

b. In the Event of Claims or Suit

You shall provide us with written notice as soon as practicable whenever:

(1) A claim is made or "suit" is brought against you;

(2) You receive notice that a right to bring claim or "suit" against you will be asserted; or

(3) You obtain information that the obligation of "underlying insurers" to:

(a) Investigate;

(b) Defend;

(c) Pay on behalf of; or

(d) Indemnify

you has ceased.

Every demand, notice, summons, amended complaint or other process received by you or your representative shall be forwarded with each notice.

3. Legal Action Against Us

No legal action shall be brought against us unless you have fully complied with all the terms of this policy and the amount of your obligation to pay has been finally determined either by:

a. Judgment against you after actual trial; or

b. Written agreement between us, you and the claimant.

4. Other Insurance

This insurance is excess over and will not contribute with any other insurance available to the insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

5. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. If the premium is shown in the Declarations as flat, the premium for this policy is not subject to adjustment.

c. If the premium is shown in the Declarations as adjustable, the premium shown as the advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured shown in the Declarations. If the sum of the advance and audit premiums paid for the policy term are greater than the earned premium, we will return the excess, subject to the minimum premium, to the first Named Insured shown in the Declarations.

d. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we request.

6. Nonrenewal

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

If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Severability of Interests

The insurance afforded applies separately to each insured against whom claim is made or "suit" is brought. However, the inclusion of more than one insured shall not operate to increase the limits of insurance.

8. Annual Rating

If this policy is issued for a period in excess of one year, the premium may be revised on each annual anniversary in accordance with our rates and rules in effect at that time.

9. "Scheduled Underlying Insurance"

Material change in premium for "scheduled underlying insurance" shall be promptly reported to us. Premium for this policy may be adjusted to reflect changes in underlying insurance in accordance with our manuals in effect at the time of the change.

10. Maintenance of "Scheduled Underlying Insurance"

While this policy is in force you agree that the policies listed in the Declarations as "scheduled underlying insurance" and their renewals and replacements shall be maintained, without alterations of terms or conditions, in full effect during the term of this policy; except for reduction or exhaustion of the aggregate limits of insurance in the "scheduled underlying insurance," provided that such reduction or exhaustion is solely the result of "incidents" taking place during this policy period, and not before. If you fail to maintain "scheduled underlying insurance," this condition shall not invalidate this policy. However, in the event of such failure, we will only be liable to the same extent as if you had complied with this condition.

11. Appeals

If you or your "underlying insurers" elect not to appeal a judgment in excess of the limits of insurance afforded by the:

a. "Scheduled underlying insurance";

b. "Unscheduled underlying insurance"; or

c. "Retained limit";

we may elect to appeal. Our limit of liability shall not be increased because of such appeal. We will, however, pay the following costs and expenses:

a. All premium bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy;

b. All premiums on appeal bonds required in such defended "suit," but without obligation to apply for or furnish such bonds;

c. Court fees;

d. Costs and expenses taxed against you by the appellate court and interest accruing after entry of a judgment against you and before we have:

(1) Paid;

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(2) Offered to pay; or

(3) Deposited in court

the part of the judgment that is within the applicable limit of insurance. Where the "underlying insurers" terminate their liability to pay interest on the judgment by an offer to pay their limits, you shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such "underlying insurer."

12. Subrogation

In the case of any payments by us under the coverages of this policy, we shall be subrogated to all rights of recovery against any other party which you may have and will cooperate with you and all other interests. Amounts recovered shall be apportioned in the following order:

a. Amounts paid in excess of the payments under this policy shall first be reimbursed up to the amount paid by those, including you, who made such payments;

b. We are then to be reimbursed up to the amount we paid;

c. Any remainder shall be available to the interests of those over whom this coverage is in excess and who are entitled to claim such remainder.

Expenses necessary to the recovery of such amounts shall be divided between the interests concerned, including you, in the ratio of their respective recoveries as finally settled.

13. Settlement of Claims or Suit

We may pay, but are not obligated to pay, any part or all of the amount of the "retained limit" to effect settlement of a claim or "suit." Upon notification of the action taken you shall promptly reimburse us for such part of the "retained limit" that we had paid. All named insureds are jointly and severally responsible for our reimbursement and agree to make such reimbursement within 30 days after we give you written notice or demand for payment.

14. Sole Agent

The insured first named in the Declarations is authorized to act on behalf of all named insureds and other insureds with respect to:

a. The giving and receiving of notice of cancellation; and

b. Receiving return premium that may be payable under this policy.

The insured first named in the Declarations is responsible for the payment of premiums, but the other named Insureds jointly and severally agree to make such payments in full if the insured first named fails to pay the amount due within 30 days after we give written notice or demand.

15. Trade Sanctions

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void ab initio (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

a. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;

b. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "suit" is prohibited by U.S. economic or trade sanctions;

c. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;

d. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or

e. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this policy a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this policy a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods or services for the purposes of attracting customers or supporters is considered an advertisement.

2. **"Automobile"** means

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads; including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "automobile" does not include "mobile equipment."

3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

4. **"Aircraft"** means a vehicle designed to transport persons or property in the air.

5. **"Impaired property"** means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

6. **"Insured contract"** means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. The part of other contracts or agreements pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contracts or agreements are made prior to the "bodily injury" or "property damage."

Tort liability means liability that would be imposed by law in the absence of contracts or agreements.

An "insured contract" does not include that part of a contract or agreement:

a. That indemnifies an architect, engineer or surveyor for an injury or damages arising out of:

(1) Preparing, approving or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Designs; or

(h) Specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **a.(1)** above and supervisory, inspection or engineering services; or

c. That indemnifies a person or organization for damage by fire to premises rented or loaned to an insured.

7. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," "watercraft" or "automobile";

b. While it is in or on an "aircraft," "watercraft" or "automobile"; or

c. While it is being moved from an "aircraft," "watercraft" or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," "watercraft" or "automobile."

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8. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles that travel on crawler treads;

   c. Vehicles maintained for use solely on or next to premises you own or rent;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

      (1) Equipment designed primarily for:

         (a) Snow removal ;

         (b) Road maintenance, but not construction or resurfacing; or

         (c) Street cleaning;

      (2) Cherry pickers and similar devices mounted on "automobiles" or truck chassis and used to raise or lower workers; and

      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

   However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "automobiles"

9. **"Incident"**

   a. With respect to "bodily injury" and "property damage," "incident" means an occurrence. An occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

   b. With respect to "personal and advertising injury," "incident" means an offense arising out of your business.

10. **"Personal and Advertising Injury"** means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

   a. False arrest, detention or imprisonment;

   b. Malicious prosecution or abuse of process;

   c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

   d. Discrimination, unless such insurance is prohibited by law;

   e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

   f. Oral or written publication, in any manner, of material that violates a person's right of privacy;

   g. The use of another's advertising idea in your "advertisement;"

   h. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

11. **a. "Products-completed operations hazard"** includes "bodily injury" and "property damage" occurring away from premises an insured owns or rents and arising out of "your product" or "your work" except:

      (1) Products in your physical possession; or

      (2) Work not yet completed or abandoned.

   b. "Your work" will be deemed completed at the earliest of the following:

      (1) When all work called for in the "insured contract" has been completed;

      (2) When all of the work to be done at the site has been completed if the "insured's contract" calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same project. Work that may need:

(a) Service;

(b) Maintenance;

(c) Correction;

(d) Repair; or

(e) Replacement;

but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or

(2) The existence of:

(a) Tools;

(b) Uninstalled equipment; or

(c) Abandoned or unused materials.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

13. "Suit" means a civil proceeding in which damages because of:

a. "Bodily injury";

b. "Property damage"; or

c. "Personal and advertising injury";

to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding alleging such damages to which you must submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your work" and the providing of or failure to provide warnings or instructions.

16. "Retained limit" means the amount stated as such in the Declarations. The "retained limit" is retained and payable by the insured as respects all "incidents" not covered by "scheduled underlying insurance" or by "unscheduled underlying insurance."

17. "Scheduled underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance including renewal or replacement of such contracts which are not more restrictive than those listed in the aforementioned Schedule of Underlying Insurance.

18. "Ultimate net loss"

a. "Ultimate net loss" means the actual damages the insured is legally obligated to pay, either through:

(1) Final adjudication on the merits; or

(2) Through compromise settlement with our written consent or direction;

because of "incident(s)" covered by this policy.

However, it includes the above mentioned sums only after deducting all other recoveries and salvages.

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b. "Ultimate net loss" does not include the following:

(1) Costs or expenses related to:

(a) Litigation,

(b) Settlement;

(c) Adjustment; or

(d) Appeals;

nor costs or expenses incident to the same which an "underlying insurer" has paid, incurred or is obligated to pay to or on behalf of the insured;

(2) Pre-judgment interest;

(3) Office costs and expenses and salaries and expenses of the employees of an insured;

(4) Our office costs and expenses and salaries of our employees; or

(5) General retainer and/or monitoring fees of counsel retained by the insured.

19. "Underlying insurer" means an insurer whose policy covers "bodily injury," "property damage" or "personal and advertising injury" also covered by this policy but does not include insurers whose policies were purchased specifically to be in excess of this policy. It includes all insurers providing:

a. "Unscheduled underlying insurance"; and

b. "Scheduled underlying insurance."

20. "Unscheduled underlying insurance"

a. "Unscheduled underlying insurance" means insurance policies available to an insured, whether:

(1) Primary;

(2) Excess;

(3) Excess-contingent; or

(4) Otherwise;

except the policies listed in the Schedule of Underlying Insurance.

b. "Unscheduled underlying insurance" does not include insurance purchased specifically to be excess of this policy.

21. "Watercraft" means a vehicle designed to transport persons or property in or on water.

22. "Authorized Insured" means any named insured or any employee authorized by a named insured to give or receive notice of a claim or "suit."

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. "Fungi or microbes" means:

a. Any form of fungus, yeast, mold, mildew, or mushroom, including mycotoxins, spores, scents, byproducts or other substances produced or released by fungi; and

b. Any bacteria, virus, or any other non-fungal, single celled or colony-form organism, including any toxins, scents, byproducts or other substances it produces or releases, whose injurious source is in or on a building or its contents.

But "fungi and microbes" does not include fungi that were deliberately grown for human consumption, microbes that were transmitted directly from person to person, or microbes that caused food poisoning, if your business is food processing, sales, or serving.

26. "Silica" means the chemical compound silicon dioxide (SiO2) in any form, including dust which contains "silica."

27. "Asbestos" means the mineral in any form whether or not the asbestos was at any time:

a. Airborne as a fiber, particle or dust;

b. Contained in or formed a part of a product, structure or other real or personal property;

c. Carried on clothing;

d. Inhaled or ingested; or

e. Transmitted by any other means.

28. "Volunteer worker" means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VI – DEFENSE PAYMENT AND RELATED DUTIES

1. If a claim or "suit" alleges damages covered by underlying policies and the obligation of all "underlying insurers" either to:

a. Investigate and defend the insured; or

b. Pay the cost of such investigation and defense;

ceases solely through exhaustion of all underlying limits of insurance through payment of a combination

of covered expenses, settlements or judgments for "bodily injury," "property damage" or "personal and advertising injury" taking place during our policy period, then we will either:

a. Assume the investigation and defense of the insured against "suits" seeking damages; or

b. If we elect not to assume the investigation and defense in **1.a.** above, we will reimburse the insured for reasonable defense costs and expenses incurred with our written consent. However, such reimbursement excludes:

(1) Office expenses of the insured;

(2) Salaries and expenses of employees; and

(3) General retainer fees of counsel retained by the insured.

2. We will investigate and defend an insured or reimburse an insured for "suits" brought against an insured for a claim or "suit" that alleges damages because of "bodily injury," "property damage" or "personal and advertising injury" not covered under:

a. "Scheduled underlying insurance"; and

b. "Unscheduled underlying insurance";

but which seeks damages because of "bodily injury," "property damage" or "personal and advertising injury" otherwise covered under this policy. Costs and expanses of such investigation and defense are not subject to the "retained limit."

3. We will investigate and defend an insured or reimburse an insured for such costs of investigation and defense described in either **1.** or **2.** above, even if the allegations of a "suit" are:

a. Groundless;

b. False; or

c. Fraudulent;

but only until we make payment or offer to pay or deposit in court that part of judgment(s) not exceeding our limit of insurance.

4. We shall also have the sole right to make settlement of a "suit" as we deem expedient.

5. If not permitted by law or otherwise to perform these duties, we will pay an insured for defense costs and expenses incurred with our prior written consent.

6. Amounts we pay or incur pursuant to the obligation to defend or pay the costs and expenses of defense are in addition to, and not subject to, the limits of insurance stated in the Declarations.

7. In addition to our limits of insurance, we will pay prejudgment interest awarded against an insured on that part of a judgment covered by this policy. We will not pay prejudgment interest on that period of time after we offer to pay:

a. Our limit of insurance; or

b. That portion of our limit of insurance which equals the amount of a settlement demand when combined with the limits of "underlying insurers."

8. We will pay interest on a judgment that accrues after entry of that judgment, but before we have:

a. Paid;

b. Offered to pay; or

c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy. The amount of interest we pay will be in direct proportion that amount we pay as damages bears to the total amount of judgment. We will not pay additional interest that accrues after we have:

a. Paid;

b. Offered to pay;

c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy.

9. We will pay all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit." This includes actual loss of earnings up to liability $250. a day because of time off from work.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

I. This policy does not apply:

A. Under Liability Coverage to "bodily injury" "personal and advertising injury" or "property damage"

1. With respect to which an insured under this policy, is also an insured under a nuclear energy liability policy issued by the:

a. Nuclear Energy Liability Insurance Association;

b. Mutual Atomic Energy Liability Underwriters; or

c. Nuclear Insurance Association of Canada;

or any of their successors, or would be an insured under any such policy but for its

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termination upon exhaustion of its limit of liability; or

2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law or amendment thereof; or

b. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material," and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" "personal and advertising injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

1. The "nuclear material":

a. Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

b. Has been discharged or dispersed therefrom;

2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. The "bodily injury," "personal and advertising injury," or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the:

a. Planning;

b. Construction;

c. Maintenance;

d. Operation; or

e. Use of

any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(C.3.)** applies only to "property damage" to such "nuclear facility" and any property threat.

II. As used in this endorsement:

A. "Hazardous properties" include radioactive, toxic or explosive properties.

B. "Nuclear material" means "source material," "special nuclear material" or "byproduct material."

C. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

E. "Waste" means waste material:

1. Containing "by-product material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its "source material" content; and

2. Resulting from the operation by any person or organization, of a "nuclear facility" included within paragraphs **1.** and **2.** of the definition of "nuclear facility."

F. "Nuclear facility" means:

1. Any "nuclear reactor";

2. Any equipment or device designed or used for:

a. Separating the isotopes of uranium or plutonium;

b. Processing or utilizing "spent fuel"; or

c. handling, processing or packaging "waste";

3. Any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment is located consists of or contains more than:

a. 25 grams of plutonium or uranium 233 or any combination thereof; or

b. 250 grams of uranium 235;

4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

G. "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

H. "Property damage" includes all forms of radioactive contamination of property.

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

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

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

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

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

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

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

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

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

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 12/1/2023 Policy No. 7013027475 Endorsement No.

Insured
Vertosoft LLC

Premium $

Insurance Company
CNA

Countersigned by Patrick M. Sullivan

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Item #: 25-0373
Munis Contract #: _____
OMNIA Partners Master Agreement #: 01-165

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Vertosoft, LLC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

2. **Scope of Work**

A. The Contractor shall perform the scope of work outlined in Exhibit A.

3. **Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph C of this Clause.

A. The amount payable to the Contractor under this Contract shall not exceed $763,362.83, plus applicable out-of-state GRT. The GRT will be calculated based on the out-of-state rate of 4.875%, totaling $37,213.94. The total compensation is $800,576.77. 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 services, in excess of the total compensation amount being provided.

Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Progress and Deliverable Payments will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, Section 13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the City at least thirty (30) days after the completion of each Deliverable and no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID. If you do not receive confirmation of invoice receipt within seven days, email

accountspayable@santafenm.gov to request an update. For contract-related inquiries, contact purchasing@santafenm.gov.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **five (5) years from the date of final signature.** The City Reserves the right to extend pursuant to NMSA 1978, Section 13-1-150.

6. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the 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 Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

8. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

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

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

22. **Scope of Contract; Merger**

This Contract incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the Vertosoft state or agency Master Agreement, established and maintained by OMNIA Partners, number 01-165, and through this language hereby incorporates this contract by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry,

sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et. seq. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written

clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance 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 Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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

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

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

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

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

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto

Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

E. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

41. **Notification**

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

To the City: Heather Lamboy, Planning & Land Use Director City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 hllamboy@santafenm.gov	To the Contractor: Carly Moore Vertosoft, LLC 1602 Village Market Blvd SE, Suite 320 Leesburg, VA 20175 carly.moore@vertosoft.com, 540-998-8361

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.

42. **Succession**

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

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

CITY OF SANTA FE:

Alan Webber (Aug 16, 2025 13:43:20 MDT)

MAYOR ALAN WEBBER

DATE: 08/16/2025

CONTRACTOR:
VERTOSOFT, LLC.

DAVID BALL, Senior Director

DATE: 07/18/2025

NMBTIN: _____

ATTEST:

CITY CLERK

GB MTG 08-13-25

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 18, 2025 16:58 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Exhibit A

Statement of Work

City of Santa Fe, NM

Creation Date: 6/19/2025
SoW Expiration Date: 9/19/2025
Document Number: PS-08613.3
Created by: Josh Volpert

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Santa Fe, NM ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

   3.1.1. OpenGov will provide one (1) onsite trip for project-related activity which OpenGov determines would be best performed at the Customer's facility. The customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

   3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed $5600. Written approval is required for any expenses above the estimate.

   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

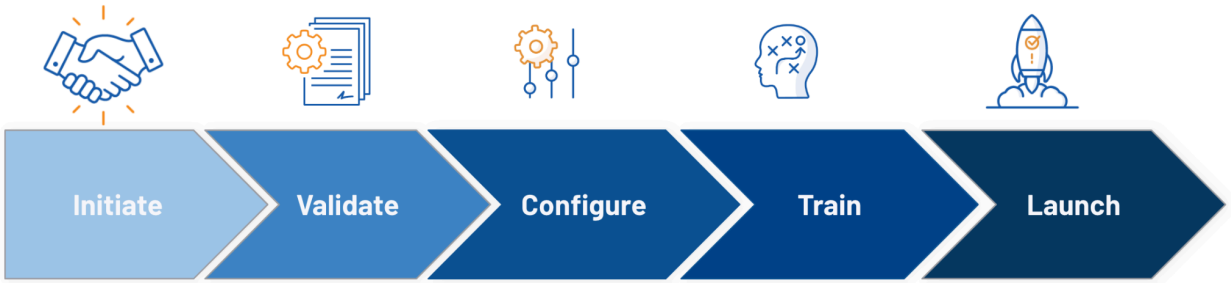
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.
8.1.2. OpenGov will provide system administrators creation.
8.1.3. This activity is complete when the customer has access to their site.
8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.
9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all

Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Matrix, Validation Workshop								
Configure	Record Type 1								
	Record Type 2								
	Record Type 3								
	Data Migration								
	Integrations								
Train	Administrator Training								
	End User Training								
Launch	Go Live, HyperAdpotion, Project Closure								

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning Approvals
- Code Enforcement
- Business licensing

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- OpenGov will provide the needed data and format to the customer.
- The data needs will be discussed for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:

- Review deliverables
- Review technical requirements
- Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Onsite Requirements Gathering Workshop

OpenGov will :

- Provide one (1) three (3) day onsite Requirements Gathering workshop with two (2) OpenGov resources to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for Permitting & Licensing and identify any challenges as well as recommendations for best practices relevant to your implementation. Additionally, OpenGov will work with the Customer to develop workflows and understand local requirements for permitting activities.

Customer will:

- Identify the relevant participants to attend each training session
- Host the workshop in the Customer's facility
- Secure an adequate space (conference room or training room) within the customer's facility
- Provide wifi internet connection for OpenGov resource

Completion Criteria

- Onsite workshop has been conducted.

Configure

Record Types Deliverables

OpenGov will configure the following standard record type, including sub-type, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area
Up to six (6) record types from the following list:

- Residential
- Commercial
- Mechanical
- Electrical
- Plumbing
- Contractor Ref

Planning and Zoning Service Area
Up to five (5) record types from the following list:

- Conditional Use
- Major Subdivision
- Minor Subdivision
- Variance Permit
- Temporary Use Permit

Code Enforcement Service Area
Up to two (2) record types from the following list:

- Submit a Complaint
- Notice of Violation

Business licensing Service Area
Up to one (1) record types from the following list:

- Business License

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.

- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to three (3) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from EnerGov using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.

- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to twenty (20) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to twenty-six (26) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
    - Alphanumeric characters
        - A-z
        - A-Z
        - 0-9
    - Special characters
        - Exclamation point (!)
        - Hyphen (-)

    - Underscore (_)
    - Period (.)
    - Asterisk (*)
    - Single quote (')
    - Open parenthesis (()
    - Close parenthesis ())

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

Exhibit B

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 6/20/2025, 12:08 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Santa Fe, NM

Contract: NCPA - OMNIA 01-165

Quote #: Q-12568
Expires On: 7/30/2025

Ship To
City of Santa Fe, NM
Heather Lamboy
hllamboy@santafenm.gov

Quote For:
Name: Heather Lamboy
Company: City of Santa Fe, NM
Email: hllamboy@santafenm.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 8/1/2025
Overall POP End Date: 7/31/2028

Term 1 08/01/2025-07/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,040.51	$8,040.51
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$45,761.98	$45,761.98
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$110,334.91	$110,334.91
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$36,930.34	$36,930.34
OG-PSBG-B300500M-OT-0Y	Professional Services Deployment - Prepaid - Between $300-500 Million - 0Y	547.00	$236.74	$129,496.78
			Term 1 TOTAL:	$330,564.52

Term 2 08/01/2026-07/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,442.52	$8,442.52
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$48,050.08	$48,050.08
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$115,851.67	$115,851.67
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$38,776.86	$38,776.86
			Term 2 TOTAL:	$211,121.13

Term 3 08/01/2027-07/31/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,864.65	$8,864.65
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$50,452.58	$50,452.58
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$121,644.25	$121,644.25
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$40,715.70	$40,715.70
			Term 3 TOTAL:	$221,677.18

TOTAL: $763,362.83

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

From: DUTTON-LEYDA, TRAVIS K.
To: LAMBOY, HEATHER L.; MOORE, MARGARET R.
Subject: RE: OpenGov & Santa Fe - Agreement Approval Steps
Date: Monday, July 21, 2025 4:10:00 PM
Attachments: image001.png
image003.png
image004.png

Great, I'll include them in the packet. Do y'all have the updated memo? And here is my determination.

Greetings,
Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.
Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to

process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:
[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>
Sent: Monday, July 21, 2025 4:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MOORE, MARGARET R.

<mrmoore@santafenm.gov>
Subject: RE: OpenGov & Santa Fe - Agreement Approval Steps

Hi Travis,

Those are the correct attachments. Thanks!

Best,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, July 21, 2025 2:20 PM
To: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>; MOORE, MARGARET R. <mrmoore@santafenm.gov>
Subject: FW: OpenGov & Santa Fe - Agreement Approval Steps

Good afternoon, are these the correct attachments?

Thank you.

Regards,

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

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

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: Andrew Kercado <akercado@opengov.com>
Sent: Monday, July 21, 2025 1:59 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Fwd: OpenGov & Santa Fe - Agreement Approval Steps

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.

Here is the Quote and SOW!

---------- Forwarded message ---------
From: **Andrew Kercado** <akercado@opengov.com>
Date: Thu, Jun 26, 2025 at 3:55 PM
Subject: OpenGov & Santa Fe - Agreement Approval Steps
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>,
<hllamboy@santafenm.gov>
Cc: Danny Stagliano <dstagliano@opengov.com>, David Bar-Or <dbaror@opengov.com>

Hi Heather & Travis,

Thank you for talking some time to sync on the agreement approval process. We are excited to expand our partnership and help Heather & Team with the City's Permitting goals!

To keep us all on the same page, here were the approval steps I took down:

- **Heather** to submit documents for legal approval today - *calling out that terms are same as previous agreements*
- **Heather** to work with City Clerk to ensure there is space July 30th Governing Body meeting for our item
- **Heather & Travis** to submit agreement in that workflow you were sharing today (I don't know the name of it :))
- **July 11th Deadline** to have agreement reviewed and submitted for agendas

    - July 23rd - Quality of Life Agenda
    - July 28th - Finance Committee Agenda
    - July 30th - Governing Body Agenda

David will also work with the Public Works Team on their Capital Planning agreement concurrently.

Do these steps look right? Let me know if I missed any steps or if you require any additional information from us!
-Andrew

--

Andrew Kercado
Director, Sales - US West
(805) 878-9706
OpenGov.com



--

Andrew Kercado
Director, Sales - US West
(805) 878-9706
OpenGov.com



Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

Region 14 ESC

Contract # 01-165

for

Software Products and Services

with

Vertosoft, LLC

Effective: May 1, 2023

RFP Response

for

Software Products and Services

07-23

Presented by:

Vertosoft LLC
1602 Village Market Blvd. #320
Leesburg, VA 20175

DUNS# 080431574 & Cage Code: 7QV38
GSA Contract # GS-35F-688GA
Certified Small Business Concern
Federal Tax ID: 81-3911287

Chet Hayes
Chief Technology Officer
571.707.4137
chet@vertosoft.com

www.vertosoft.com

03/23/2022

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Tab 1 – Master Agreement / Signature Form

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

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- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

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Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

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Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions.

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Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

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EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

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SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Vertosoft LLC
Company Name

1602 Village Market Blvd SE Suite 320
Address

Leesburg	VA	20175
City	State	Zip

571.707.4137
Telephone Number Fax Number

chet@vertosoft.com
Email Address

Chet Hayes	Chief Technology Officer
Printed Name	Position

Chet Hayes
Authorized Signature

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Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and VertosoftLLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 01-165, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

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Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Vertosoft LLC
Organization	Vendor Name
Sarah Vavra	Chet Hayes
Name	Name
Sr. Vice President, Public Sector Contracting	Chief Technology Officer
Title	Title
5001 Aspen Grove	1602 Village Market Blvd SE Suite 320
Address	Address
Franklin, TN 37067	Leesburg, VA 20175
Address	Address
Sarah Vavra	Chet Hayes
Signature	Signature
May 1, 2023	03/22/2023
Date	Date

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

X All 50 States & District of Columbia **(Selecting this box is equal to checking all boxes below)**			
Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Massachusetts	New Jersey	Texas
Colorado	Michigan	New Mexico	Utah
Connecticut	Minnesota	New York	Vermont
Delaware	Mississippi	North Carolina	Virginia
D.C.	Missouri	North Dakota	Washington
Florida	Kentucky	Ohio	West Virginia
Georgia	Louisiana	Oklahoma	Wisconsin
Hawaii	Maine	Oregon	Wyoming
Idaho	Maryland	Pennsylvania	

X All U.S. Territories and Outlying Areas **(Selecting this box is equal to checking all boxes below)**	
American Samoa	Northern Marina Island
Federated States of Micronesia	Puerto Rico
Guam	U.S. Virgin Islands
Midway Islands	

X All Canada Provinces and Territories **(Selecting this box is equal to checking all boxes below)**	
Alberta	Prince Edward Island
British Columbia	Quebec
Manitoba	Saskatchewan
New Brunswick	Northwest Territories
Newfoundland and Labrador	Nunavut
Nova Scotia	Yukon
Ontario	

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If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

X Yes □ Maybe □ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

□ Yes □ Maybe **X** No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

□ Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	□ Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

X N/A, we are a recognized small, MWEB or HUB organization

Vertosoft is a Certified Virginia Small Business Concern: 725842

□ No, we do not have any programs in place.

□ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of Leesburg, State of Virginia.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

□ A publicly held corporation; therefore, this reporting requirement is not applicable.

X Is not owned or operated by anyone who has been convicted of a felony.
□ Is owned or operated by the following individual(s) who has been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct	**X** Certified education/government reseller
X Authorized Distributor	☐ Manufacturer marking through reseller
☐ Value-added reseller	☐ Other:

Processing Contact Information

Contact Person:	Jay Colavita
Title:	President
Company:	Vertosoft
Address:	1602 Village Market Blvd. SE Suite 320
City/State/Zip:	Leesburg, VA 20175
Phone:	703.568.4703
Email:	contracts@vertosoft.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

X Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

X Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- *Company's official registered name.*

  Vertosoft LLC

- *Brief history of your company, including the year it was established.*

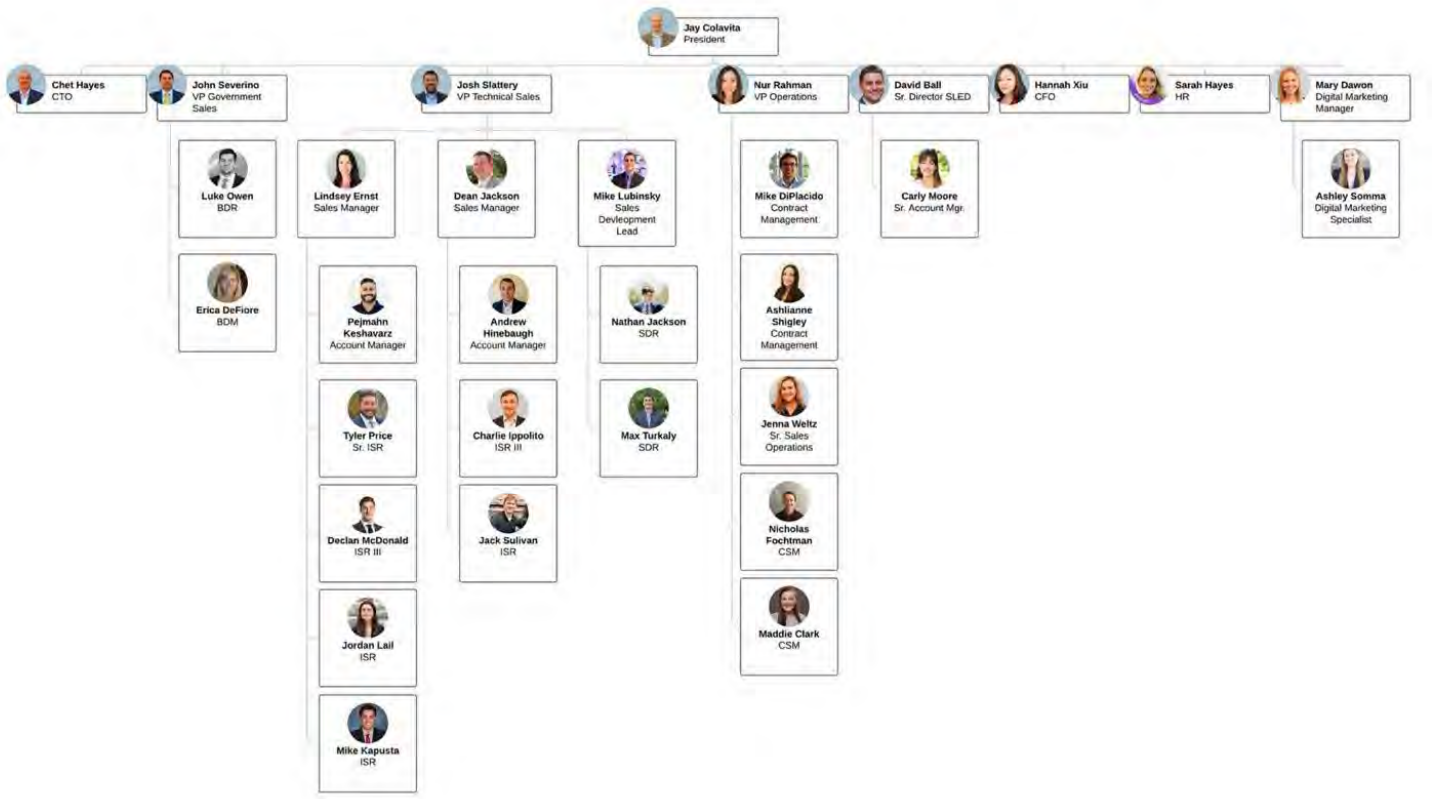
  Established in 2016, Vertosoft LLC (Vertosoft) is focused on delivering innovative and emerging technologies and services to organizations such as NCPA and public sector agencies. Consistent with our singular focus on public sector agencies, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Strategic sourcing is our forte, streamlining the time required to provide critical technology and services to government end users at reduced prices. We provide NCPA members the flexibility, agility, and responsiveness of a certified small business with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and, in the technology required to satisfy those requirements.

- *Company's Dun & Bradstreet (D&B) number.*

  080431574

[REST OF PAGE INTENTIONALLY BLANK]

- *Company's organizational chart of those individuals that would be involved in the contract.*



- *Corporate office location.*

  Vertosoft's corporate office is located at 1602 Village Market Blvd. #320 in Leesburg, VA. This is also the location for our national sales support center for our sales teams across the country. As Vertosoft focuses exclusively on software and SaaS solutions, we do not have the need for traditional hardware service centers.

  - *List the number of sales and services offices for states being bid in solicitation.*

    Vertosoft has additional locations in Charleston, SC, Raleigh, NC, Philadelphia, PA, and Tacoma, WA.

  - *List the names of key contacts at each with title, address, phone and e-mail address.*

    Vertosoft will manage the contract from our national sales center in Leesburg, Virginia. The key contacts in support of this contract will be:

i. Executive Support

Jay Colavita, President
jay@vertosoft.com
703.568.4703

ii. **Marketing**
Mary Dawson
mary@vertosoft.com
703.298.5052

iii. **Sales**
Josh Slattery, VP of Technology Sales
josh@vertosoft.com
703.915.7856

iv. **Sales Support**
Nur Rahman, Director of Operations
nur@vertosoft.com
571.355.5347

v. **Financial Reporting**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

vi. **Accounts Payable**
Hannah Xiu, Chief Financial Officer
hannah@vertosoft.com
571.216.2502

vii. **Contracts**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

- *Define your standard terms of payment.*

  Vertosoft's payment terms are NET 30 and we accept both purchase orders and credit/procurement cards as forms of payment. When a credit card is used as a form of payment, we do require a call with our finance department to help reduce errors and fraud.

- *Who is your competition in the marketplace?*

  ImmixGroup, DLT, Carahsoft

- *Provide Annual Sales for last 3 years broken out into the following categories:*
  - *Cities / Counties*
  - *K-12*
  - *Higher Education*
  - *Other government agencies or nonprofit organizations*

- *What differentiates your company from competitors?*

  Vertosoft is committed to providing the highest quality of service to NCPA members through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

  - Maintaining product catalogs and price lists on different government contract vehicles.
  - Error free quoting to the government on behalf of our technology partners.
  - Efficient purchase order (PO) processing from our public sector customers.
  - Efficient PO delivery to our technology partners.
  - Accurate invoice creation for public sector customers for solutions delivered by our technology partners.
  - Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

  Vertosoft's expertise is largely focused on emerging technology companies that are providing the most innovative and cutting-edge technology to public sector organizations. While some resellers try to offer as many products as possible and convince organizations this is valuable, they are unable to develop any sort of expertise or understanding of what they are selling, resulting in agencies getting a less than optimal solution. Vertosoft focuses on the best of the best and builds a deep understanding of those innovative products and how to employ those products to best meet the needs of the agency.

  Every public agency who buys from Vertosoft is assigned a Customer Success Manager (CSM). This CSM is a United States Citizen, and a resource for the agency to ensure the correct software was delivered, and they have quick and easy access to support from the software supplier if needed. The CSM acts a champion on behalf of the agency to the supplier to ensure the highest level of service.

- *Describe how your company will market this contract if awarded.*

  Vertosoft maintains a dedicated public sector sales team with multiple years of experience utilizing national contracts such as NCPA for our customers. Our sales team will partner with

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the NCPA marketing to educate public sector organizations in the value of using the contract and encourage them to utilize the vehicle for purchases.

Vertosoft's Software Manufacturer Partners have established national sales forces that include public sector entities. As part of our Partner's selling efforts into these entities they will encourage potential customers to use the contract to acquire the desired technology solution.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

- *Describe how you intend to introduce NCPA to your company.*

  Within 7 days after award, Vertosoft Executive Leadership will sponsor a kick-off meeting with the Vertosoft sales team where the contract will be endorsed, and the sales team educated on the terms and conditions of the contract.

  In addition, a NCPA microsite will be created on Vertosoft's internal corporate Intranet. This will include key information about the contract, points of contact, how to use the contract to place an order, and the product catalog. This will be an ongoing tool to help the internal sales team leverage the contract on an ongoing basis.

  Withing 30 days after award, Vertosoft will meet with the individual public sector sales teams of the respective software manufacturers being offered to educate them on the terms and conditions. This will provide a force multiplier effect by having not only the Vertosoft sales team position the contract, but also having the software manufacturers position the contract as part of their sales cadence.

- *Describe your firm's capabilities and functionality of your on-line catalog / ordering website.*

  Vertosoft does provide our entire catalog of software and solutions on our website, and will be available under a public microsite dedicated to the NCPA contract.

  As Vertosoft specializes in software, we work directly with participating entities to identify the challenges they are trying to address, and we provide them with a potential solution that is part of our catalog of products. We inform the participating

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entity of an efficient procurement path via the catalog and execute the contract through their standard procurement process.

- *Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)*

  Vertosoft's national service center is in Leesburg, Virginia. The service center operates Monday – Friday between 8AM ET – 8PM ET and is staffed by US Citizens. Vertosoft does offer mission critical support services that would provide 24hr x 7 x 365 services if needed.

- *Green Initiatives (if applicable)*

  - *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.*

  As a software distributor, Vertosoft has a naturally low impact on the environment. However, Vertosoft maintains a corporate Sustainability Policy which is provided below:

  Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate.

  As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue.

  We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices.

  We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions.

  Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development;

  Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution.

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Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC;

Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint.

- *Anti-Discrimination Policy (if applicable)*
  - *Describe your organizations' anti-discrimination policy.*

    As a federal contractor, it is the policy of Vertosoft LLC to take affirmative action as called for by applicable laws and executive orders to:
    - Provide equal employment opportunities to all qualified persons and recruit, hire, train, terminate, promote, and compensate persons in all jobs without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information or characteristics, protected veteran status, or other protected classifications in accordance with federal law.
    - Administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, Company-sponsored education training, tuition assistance, and social and recreational programs to ensure that no employees are discriminated against.
    - Ensure employment decisions are made in furtherance of the objective of equal employment including, but not limited to:
      - **Recruitment and selection**–Recruitment and hiring of all personnel is accomplished without discrimination against any individual whose status is protected by applicable state or local law.
      - **Promotion**–Individuals will be upgraded and promoted on the basis of their abilities, skills, and experience. The Company will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and covered veterans, who are qualified, as well as those who become qualified through training, are considered for promotion.
      - **Transfers**–When vacancies occur, the Company will make every good faith effort to effect transfers of qualified minority and women employees, disabled individuals, and covered veterans, into areas where such employees may have been or may now be underutilized.
      - **Terminations**–When reductions in Company work force occur, they will be based on nondiscriminatory factors and make every good faith effort to ensure that minorities and women, disabled individuals, and covered veterans are treated in a nondiscriminatory manner.

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- *Vendor Certifications (if applicable)*
  - *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*



COMMONWEALTH OF VIRGINIA

DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY
101 N. 14th Street, 11th Floor
Richmond, VA 23219

VERTOSOFT LLC

is a certified Small
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 725842
Valid Through: Apr 1, 2026

Accordingly Certified

Tracey G. Wiley, Director

CERTIFIED SWaM Small, Women and Minority-Owned
Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity

Tab 5 – Products and Services / Scope

Vertosoft is pleased to over NCPA and member agencies access our catalog of emerging and innovative technology companies. A partial list of those vendors and the value they bring has been listed below. These products span a wide range of technology categories including: Big Data and Analytics, Cybersecurity, Business Applications, Machine Learning/Artificial Intelligence, DevSecOps, and Training/Education. A detailed list of part numbers, along with pricing is found in the attached Pricing Spreadsheet.

Software

Alation	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Alation is the data catalog where everyone in your organization can find the data they need to collaborate, automatically indexing your data by source. Alation automatically indexes your data by source. It also automatically gathers knowledge about your data. Like Google, Alation uses machine learning to continually improve human understanding.
AUTOMATION ANYWHERE Go be great.	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Government agencies process large volumes of data and documents every day, much of it manually. Repetitive, manual processes slow down employees and the services they provide to the public. As agencies continue to modernize systems, Robotic Process Automation (RPA) can automate repetitive tasks, freeing agency employees to focus on the things only humans do well and not get burdened with monotonous tasks. With RPA from Automation Anywhere, government agencies can create a scalable, secure, and reliable intelligent Digital Workforce that is highly efficient and compliant with all federal mandates.
BeyondTrust	**Commercial-Off-the-Shelf (COTS) Software, Security Software** BeyondTrust is the worldwide leader in intelligent identity and access security, empowering organizations to protect identities, stop threats, and deliver dynamic access to empower and secure a work-from-anywhere world. Our integrated products and platform offer the industry's most advanced privileged access

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	management (PAM) solution, enabling organizations to quickly shrink their attack surface across traditional, cloud and hybrid environments. With a heritage of innovation and a staunch commitment to customers, BeyondTrust solutions are easy to deploy, manage, and scale as agencies evolve. BeyondTrust solutions are deployed in all cabinet level Federal Civilian agencies and over 100+ Defense Department environments. We are trusted across all 4 branches of the DoD, including the 4th estate, with ATO's both on the classified and unclassified side.
bizagi	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** Bizagi's industry-leading platform for low-code process automation connects people, applications, robots, and information. As the most business-friendly and flexible solution on the market, Bizagi's cloud-native platform enables true collaboration between business and IT, delivering faster adoption and success. Fueled by a community of millions of users, Bizagi powers over 400 enterprises worldwide.
Chainbridge TECHNOLOGIES	**Commercial-Off-the-Shelf (COTS) Software, Communication Software** Chainbridge Technologies started developing their first emergency management solutions in 2004, and today their planning, preparedness, response, and recovery systems are utilized by tens of thousands of emergency managers and responders across all levels of government and the private sector. Their innovative use of cloud, mobile, GIS, and social media technologies, combined with policy and operational subject matter expertise, is applicable to the full spectrum of emergency response missions encompassing both All-Hazard and CBRN incidents.
CLAROTY	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Claroty's unified platform integrates with customers' existing infrastructure to provide a full range of controls for visibility, risk and vulnerability management, threat detection, and

	secure remote access. Backed by the world's largest investment firms and industrial automation vendors, Claroty is deployed by hundreds of organizations at thousands of sites globally. The company is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America.
DataRobot	**Commercial-Off-the-Shelf (COTS) Software, Application Software** DataRobot is the leader in enterprise AI, delivering trusted AI technology and ROI enablement services to global enterprises. DataRobot's enterprise AI platform democratizes data science with end-to-end automation for building, deploying, and managing machine learning models. This platform maximizes value to the mission by delivering AI at scale and continuously optimizing performance over time. The company's proven combination of cutting edge software and world-class AI implementation, training, and support services, empowers any organization – regardless of size, industry, or resources – to drive better business outcomes with AI.
DEVO	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Devo is reinventing logging and security analytics as the next generation SIEM platform for the Public Sector. Devo enables you to ingest data from all your data sources, closing the visibility gap that puts your organization at higher risk. Security Operations integrates with your existing security ecosystem to enrich investigations with valuable context. Being able to seamlessly integrate all your data sources and ease your scaling worries. Devo exceeds your needs with none of the infrastructure management overhead. Stop worrying about search volume and concurrency. Devo supports thousands of always real-time concurrent queries. That's what confidence in a logging and security analytics platform feels like.
digital.ai	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development**

	Digital.ai is the first enterprise value stream management platform that enables enterprises to focus on outcomes instead of outputs, create greater business value faster, and deliver secure digital experiences their users trust. The Digital.ai Value Stream Platform seamlessly integrates all the disparate tools and processes across the various DevOps initiatives, uses data and AI/ML to create connective tissue between them, and provides the real-time, contextual insights required to drive and sustain successful digital transformation. With Digital.ai, enterprises have the visibility they've been seeking to deliver value, drive growth, increase productivity, reduce security risks, and improve customer experience.
EcoInteractive	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** EcoInteractive provides industry-leading enterprise SaaS solutions to government transportation and environmental organizations nationwide. Our products support a diverse range of critical workflows for agencies planning our country's vast transportation infrastructure. Our software transforms data into integrated real-time insights that enable the management of transportation improvement projects worth hundreds of billions of dollars. Our SaaS solutions are also extensively utilized in integrating workflow and data sets for the management of environmental projects.
ENVEIL ENCRYPTED VEIL	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Enveil is a pioneering data security company protecting Data in Use. Enveil's business-enabling and privacy-preserving capabilities for secure data search, sharing, and collaboration protect data while it's being used or processed – the 'holy grail' of data encryption. Powered by homomorphic encryption, Enveil's ZeroReveal® solutions provide Trusted Compute in Untrusted Locations™, allowing organizations to securely derive insights, cross-match, and search third-party data assets without ever revealing the contents of the search itself or compromising the security or ownership of the underlying data. Enveil is NIAP/CSfC-certified to deliver nation-state level protection to the global marketplace. Founded by U.S. Intelligence Community alumni

	with backgrounds in mathematics, algorithmics, and machine learning, Enveil is revolutionizing data security by addressing a Data in Use vulnerability that people have been chasing for more than 20 years.
ESPER	**Commercial-Off-the-Shelf (COTS) Software, Application Software** The first cloud-based software to manage the end-to-end policymaking process. Policymakers save time and resources with a single source of truth for all policymaking activity. Esper is a mission-driven group of technologists and policy experts passionate about improving the policymaking process in government.
harness	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development** Harness is the industry's first end-to-end software delivery platform using AI/ML. The modular platform is comprised of Continuous Integration (CI), Continuous Delivery (CD), Cloud-Cost Management (CCM), Feature Flags, Security Test Orchestration (STO), Service Reliability Management (SRM), and Chaos Engineering (CE).
HCL	**Commercial-Off-the-Shelf (COTS) Software, Communication Software, Security Software, Application Software, Software for Engineering and Product Development, Database Software, Information Worker Software** HCL is a next-generation global technology company that helps enterprises reimagine their businesses for the digital age. Its technology products, services and engineering are built on four decades of innovation, with a world-renowned management philosophy, a strong culture of invention, and a relentless focus on customer relationships. HCL serves leading enterprises across key industries, including 250 of the Fortune 500 and 650 of the Global 2000.

iDocket	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** iDocket offers public access to judicial information, e-Filing, e-Recording, and property records from an ever-increasing number of the nation's local governments. Among the government services offered is iDocket's innovative local government software for other judicial processes, such as arrest, indictment, and final adjudication. This was specifically designed for government officials, including Judges, Sheriffs, District/County Attorneys, County/District Clerks, and Justices of the Peace.
IMMERSIVELABS	**Commercial-Off-the-Shelf (COTS) Software, Educational Software** 77% of security leaders say that gamification could be used to make their organization safer. Instead of checkbox training that's forgotten in days, our technology uses game mechanics and encourages creativity to meet objectives relevant to a user's role. Immersive Labs contains hundreds of cyber skill experiences and content for red teams, penetration testers and ethical hackers. And we're always adding more powered by the very latest threat intelligence.
KEEPER	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Keeper is the ultimate cybersecurity and productivity application that protects every remote employee and all their devices against password-related data breaches and cyberthreats. Secure your business passwords to prevent data breaches, improve employee productivity and meet compliance standards.
MyWorkDrive	**Commercial-Off-the-Shelf (COTS) Software, System Software** MyWorkDrive provides a software-only, on-premises solution for secure remote file access from anywhere for any device. Users gain access in minutes without Sync, VPN, RDP or migrating data. MyWorkDrive is for IT leaders looking for a cloud-like file sharing solution that has ransomware protection & DLP, facilitates data governance compliance (FIPS, HIPAA, FINRA, GDPR), enhances Office 365 real-time

	online collaboration, with a lower TCO. They give you easy, secure remote access to your organization's files using your server storage with no security worries about your data being in the cloud or syncing down to remote computers.
OPENGOV	**Commercial-Off-the-Shelf (COTS) Software, Application Software** OpenGov is the leader in budgeting and performance for the public sector whose mission is to power a more effective and accountable government. We offer three easy-to-use cloud-based software solutions that transform how governments budget, measure performance, and engage the public. With OpenGov, agencies can make more informed decisions and drive better outcomes for the public.
PublicInput	**Commercial-Off-the-Shelf (COTS) Software, Application Software** PublicInput helps you increase public engagement and communication with your community, while reducing your workload burdens with an integrated solution.
Red Hat	**Commercial-Off-the-Shelf (COTS) Software, System Software, Software as a Service applications, Software for Engineering and Product Development** Red Hat delivers hardened, open source solutions that make it easier for enterprises to work across platforms and environments, from the core datacenter to the network edge. By operating transparently and responsibly, we continue to be a catalyst in open source communities, helping you build flexible, powerful IT infrastructure solutions.
SOMA GLOBAL	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Since 2017, SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with

	SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.
StreamSets	**Commercial-Off-the-Shelf (COTS) Software, Application Software** At StreamSets, a Software AG company, their mission is to ensure data engineering teams thrive in today's world of constant change. Streamsets does this by embedding the DataOps philosophy of "continuous data for the connected enterprise" into the StreamSets DataOps Platform. StreamSets empowers data engineers to build, run, monitor, and manage smart data pipelines for modern analytics. StreamSets is the only data integration platform that provides a single design experience for all design patterns for 10x greater developer productivity; smart data pipelines that are resilient to change for 80% less breakages; and a single pane of glass for observing and monitoring all pipelines to eliminate blind spots and control gaps. With StreamSets, you can deliver continuous data for modern analytics and hybrid integration in a world of constant change.
Swiftly	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. Agencies may choose only the products they need, access them from anywhere, and use them with the hardware of their choice.
ThirdLine	**Commercial-Off-the-Shelf (COTS) Software, Application Software** ThirdLine was founded by former city and county internal audit analysts and data scientists, along with public accounting professionals. ThirdLine integrates with municipal ERP systems and combines the power of 400 analytics across 10

	modules to expedite audits, monitor operations, and find fraud, waste, and abuse.
Tricentis	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Tricentis is a global leader in enterprise continuous testing. The Tricentis AI-based, continuous testing portfolio of products provide a new and fundamentally different way to perform software testing. An approach that's totally automated, fully codeless, and intelligently driven by AI. It addresses both agile development and complex enterprise apps, enabling enterprises to accelerate their digital transformation by dramatically increasing software release speed, reducing costs, and improving software quality. Widely credited for reinventing software testing for DevOps, cloud, and enterprise applications, Tricentis has been recognized as a leader by all major industry analysts, including Forrester, Gartner, and IDC.
UDACITY	**Commercial-Off-the-Shelf (COTS) Software, Training** Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level business results.
vArmour	**Software, Commercial-Off-the-Shelf (COTS) Software, Security Software** vArmour is the leading provider of Application Relationship Management software. Enterprises around the world rely on vArmour to discover, observe, and control relationships between every user, every application, and across every environment to reduce risk and increase resiliency — all without adding new agents or infrastructure.

VIRTUALITICS	**Software, Commercial-Off-the-Shelf (COTS) Software, Application Software** Virtualitics, Inc. operates a platform to merge artificial intelligence, big data, and virtual/augmented reality. Its platform enables users to visualize and understand data; and provides shared virtual office to analyze data, and present and discuss insights. Powered by a suite of AI-enabled products, Virtualitics provides a rapidly deployable end-to-end solution that quickly preprocesses and fuses data sources, builds predictive AI models, and leverages our best-in-class data analytics and visualization platform for exploration and collaboration in either desktop or virtual reality.
VL VISUAL LEASE	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Visual Lease is the #1 lease optimization software. We empower organizations to transform their lease accounting compliance requirements into financial opportunities. We have a passion for simplifying the complex. We are committed to ongoing innovation and unparalleled customer service. We help our customers transform lease compliance requirements into opportunities for hard- and soft-dollar savings.
workiva	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Workiva created Wdesk, a cloud-based platform that modernizes how people work within thousands of organizations worldwide. With Wdesk, there's no switching back and forth between different versions. Instead, users are able to collaborate in real-time, mitigate risk, and improve productivity. Wdesk gives users the confidence they need to make data-driven decision across the enterprise. Workiva brings together everything you need—teammates, datasets, and data sources—so you can work better in the cloud. Wherever you are, whatever you're doing. Automate what's slowing you down. Focus on what fires you up.

ZIMPERIUM.	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Zimperium, Inc. is a global leader in mobile device and app security, offering real-time, on-device protection against both known and unknown threats on Android, iOS and Chromebook endpoints. The company was founded under the premise that the then current state of mobile security was insufficient to solve the growing mobile security problem. At the time, most mobile security was a port from traditional endpoint security technologies.

Services

Category	Services
Financial	Reporting Automation - Comprehensive Annual Financial Report (CAFR)
Financial	Reporting Automation – Financial Statements
Financial	Reporting Automation – Budget Book
Financial	Reporting Automation – Budget Simulations
Financial	Accounting Automation – Automated Reconciliations
Financial	Accounting Automation – Robotic Process Automation
Cloud	Managed Cloud Services
Cloud	Cloud Governance – Compliance, Financial Management
Cloud	Application Modernization
Cloud	Cloud Readiness Advisory
Machine Learning	App Accelerators
Machine Learning	Data Operations Pipeline
Machine Learning	Enhanced Robotic Process Automation – BOT development
Cybersecurity	Software Bill of Materials (SBOM) creation
Cybersecurity	Secure software supply chain risk management
Financial Service Offerings	Fair Market Value Lease
Financial Service Offerings	Purchase Option Lease
Financial Service Offerings	Payment Agreements
Financial Service Offerings	Direct and Indirect Financing

Warranty

Each software supplier provides their own Warranty that is provided to a public sector agency at the time of purchase. These warranties, and end user licensing agreements are available for review if so desired.

Tab 6 – References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

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Tab 7 – Pricing

Please see the attached pricing sheet that was submitted electronically via the Bonfire portal.

Tab 8 – Value Added Products and Services

Presales Engineering Talent

Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for NCPA members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide NCPA members important insights about the technology solutions to best meet the member's needs.

Quality and Responsiveness

Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our government customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for government customers for solutions delivered by our technology partners.
- Payments to our technology partners upon payment from the government.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

Dedicated Customer Success Management Team

Vertosoft will assign a dedicated Customer Success Manager (CSM) team to NCPA members. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team.

The CSM will be able to provide NCPA and participating entities with the following benefits:

- Software Entitlement management support
- Customized license reporting and usage
- Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team
- Technical Outreach and Advisory Sessions

Vertosoft's CSM team will assist NCPA and participating entities with tracking the usage for each product. The CSM team will provide NCPA metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help NCPA understand the volume and scale of support being requested and provided. Vertosoft will also provide NCPA participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements.

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Marketing and Training

Each of the software suppliers supported by Vertosoft provide complimentary webinars to NCPA member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology.

Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

Secure Software Supply Chain

Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using.

Minority and Women Business Enterprise (MWBE) and HUB Participation

Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of service and resell partners that Vertosoft works with around the country that are either minority, women owned, service disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity.

Government Financing and Structured Payment Plans

Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allow us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.

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Tab 9 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Authorized Signature	Chet Hayes
Date	03/22/2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Telephone Number	571.707.4137
Fax Number	
Email Address	chet@vertosoft.com
Printed Name	Chet Hayes
Title	Chief Technology Officer
Authorized Signature	Chet Hayes

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software

Final Audit Report 2025-07-23

Created:	2025-07-23
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAzqqo5wt7OlwERisu0be8Q2V_kr9goosH

"Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)

Signature Date: 2025-07-23 - 3:51:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2025-07-23 - 3:52:02 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Decline reason: Purchases cannot be made from object 563100 - that line is only there to pay ITT for costs they incur on behalf of other Departments. If this is going to be paid by ITT and charged back to PLU or whoever, the ITT org/object needs to be on the memo.
2025-07-23 - 3:53:43 PM GMT- IP address: 63.232.20.2

Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software

Final Audit Report 2025-07-31

Created:	2025-07-24
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnMp2HJaqgDACA91saggc6rLu7rmqv42N

"Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-24 - 5:47:02 PM GMT- IP address: 63.232.20.2

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2025-07-24 - 6:01:32 PM GMT

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2025-07-24 - 8:00:08 PM GMT- IP address: 104.47.64.254

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2025-07-24 - 8:00:28 PM GMT

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2025-07-24 - 8:00:49 PM GMT- IP address: 104.47.65.254

Document e-signed by HEATHER LAMBOY (hllamboy@santafenm.gov)
Signature Date: 2025-07-24 - 8:01:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2025-07-24 - 8:01:12 PM GMT

Powered by Adobe Acrobat Sign

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2025-07-24 - 8:18:31 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-07-25 - 3:58:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-25 - 3:58:51 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-31 - 0:02:40 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-07-31 - 0:08:20 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to edmontoya1@santafenm.gov for signature
2025-07-31 - 0:08:22 AM GMT

Email viewed by edmontoya1@santafenm.gov
2025-07-31 - 1:40:30 AM GMT- IP address: 104.47.65.254

Signer edmontoya1@santafenm.gov entered name at signing as Elisa D. Montoya
2025-07-31 - 1:40:46 AM GMT- IP address: 73.42.112.152

Document e-signed by Elisa D. Montoya (edmontoya1@santafenm.gov)
Signature Date: 2025-07-31 - 1:40:48 AM GMT - Time Source: server- IP address: 73.42.112.152

Agreement completed.
2025-07-31 - 1:40:48 AM GMT

Signature: 

Email: xivigil@santafenm.gov

Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3

Final Audit Report 2026-05-04

Created:	2026-05-01
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAp1L3qCQEoXgQ3YmmMxvz1JfhpNz8lTdL

"Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3" History

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2025-08-18 - 6:41:40 PM GMT- IP address: 50.228.218.220

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-01 - 8:04:47 PM GMT- IP address: 50.228.218.220

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-01 - 8:11:56 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-01 - 8:12:38 PM GMT- IP address: 50.228.218.220

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-01 - 8:12:40 PM GMT - Time Source: server- IP address: 50.228.218.220

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-01 - 8:12:44 PM GMT

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2026-05-01 - 11:58:35 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-02 - 0:00:00 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2026-05-02 - 0:00:05 AM GMT

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2026-05-04 - 4:32:16 PM GMT- IP address: 104.47.64.254

Document canceled by AP (aeperez@santafenm.gov)

Cancel reason: incorrect signatures

2026-05-04 - 9:07:19 PM GMT- IP address: 50.228.218.220

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Adobe
Acrobat Sign

Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)

Final Audit Report 2026-05-22

Created:	2026-05-04
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6WgD7XX4q3JfbtNuUNHdRNPhQZGW8h9Y

"Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)" History

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Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-04 - 9:09:44 PM GMT- IP address: 50.228.218.220

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-04 - 9:14:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-04 - 9:42:53 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-05-05 - 9:34:16 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-05-06 - 5:25:23 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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2026-05-06 - 5:25:27 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-05-22 - 3:51:00 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-22 - 3:51:00 PM GMT

Powered by Adobe Acrobat Sign

Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)_encrypted_

Final Audit Report 2026-05-26

Created:	2026-05-26
By:	Amanda Britt (apbritt@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF8dAzBcXzF4F406mRVT3pmQpM2xiY5Yr

"Amendment_1_GB_Memo__JDM_Apr21_Update_-Signed_pg._1-3 (1)_encrypted_" History

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Document created by Amanda Britt (apbritt@santafenm.gov)
2026-05-26 - 2:24:27 PM GMT- IP address: 63.232.20.2

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2026-05-26 - 2:28:18 PM GMT

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2026-05-26 - 4:34:07 PM GMT- IP address: 104.47.64.254

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)
Signature Date: 2026-05-26 - 4:35:01 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-26 - 4:35:01 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **May 26, 2026**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **Jimmy Gunn, Interim Airport Director**

VIA: **Paulette Ortiz, Grant Administrator**

ITEM AND ISSUE:

Request For Approval to charge a Passenger Facility Charge for Santa Fe Regional Airport.

1. Request for Approval to charge a Passenger Facility Charge in the amount of $3.00.

(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Paulette Ortiz, Administrative Grant Administrator, pkortiz@santafenm.gov)

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is requesting approval to collect a passenger facility charge per commercial ticket. This charge will be applied to the ongoing airfield projects only. Most airports collect PFC funds to help aid their airfield projects. This application is also approved by the federal aviation department. The airport advisory board has motioned to approve this request on their May 21st 2026 monthly meeting.

ACTION:

Approval to accept the Passenger Facility Charge for Santa Fe Regional Airport

COMMITTEE REVIEW:

Finance Committee: 6/8/2026
Public Works and Utilities: 6/1/2026
Governing Body: 6/10/2026

Signature: 

Email: jdgunn@santafenm.gov

NOTICE OF INTENT
TO
IMPOSE A PFC CHARGE
AND
USE PFC REVENUES
AT
SANTA FE REGIONAL AIRPORT

As Authorized under
Passenger Facility Charge (PFC) Authorization at Non-Hub Airports
(§158.30)

Submitted To The

Federal Aviation Administration

By The

CITY OF SANTA FE, NEW MEXICO

May 7, 2026

PASSENGER FACILITY CHARGE (PFC) APPLICATION

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type *(Check all that apply)*

- [X] a. Impose PFC Charges
- [X] b. Use PFC Revenue
- [ ] c. Amend PFC No.

FAA USE ONLY

Date Received:

PFC Number:

PART I - General

2. Public Agency Name, Address, and Contact Person

Agency Name: City of Santa Fe

Address: 121 Aviation Drive

City, State, ZIP: Santa Fe, NM 87507

Contact Person: Jimmy Gunn

3. Airport(s) to Use

Santa Fe Regional Airport (SAF)

4. Consultation Dates

a. Date of Written Notice to Air Carriers: 02/25/2026

b. Date of Consultation Meeting with Air Carriers: 04/07/2026

c. Date of Public Notice: 02/24/2026

PART II - Charges

5. Charges

a. Airport to Impose:	b. Level	c. Total Estimated PFC Revenue	d. Proposed Effective Date: 06/01/2026	e. Estimated Expiration Date: 01/31/2027
Santa Fe Regional Airport (SAF)	[ ] $1.00 [ ] $2.00 [X] $3.00 [ ] $4.00 [ ] $4.50	Impose: 387383 Use: 387383		

PART III - Attachments

6. Attachments *(Check all that Apply)*

a. Airport Capital Improvement Plan	[X] Attached	Submitted with Application Number:
b. Application Project Information	[X] Attached	Submitted with Application Number:
c. Air Carrier Consultation and Public Notice Information	[X] Attached	Submitted with Application Number:
d. Request to Exclude Class(es) of Carriers	[ ] Attached	Submitted with Application Number:
e. Alternative Uses/Projects	[ ] Attached	Submitted with Application Number:
f. Competition Plan/Update	[ ] Attached	Submitted with Application Number:
g. ALP/Airspace/Environmental	[X] Attached	Submitted with Application Number:
h. Notice of Intent Project Information	[X] Attached	Submitted with Application Number:
I. Other:	[ ] Attached	Submitted with Application Number:

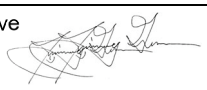
PART IV - Certification

7. With respect to this PFC application I hereby certify as follows:

- To the best of my knowledge and belief, all data in this application are true and correct;
- This application has been duly authorized by the governing body of the public agency;
- The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
- For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
- If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
- If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Name of Authorized Representative	b. Title	c. Telephone Number
Jimmy Gunn	Airport Manager	505-955-2901
	d. E-mail Address: jdgunn@santafenm.gov	

Please read the following information: By signing this document, you are agreeing that you have reviewed the following disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

e. Signature of Authorized Representative	f. Date Signed
	

ATTACHMENT C

Air Carrier Consultation and Public Notice Information

AIR CARRIER CONSULTATION
SANTA FE REGIONAL AIRPORT
NOTICE OF INTENT
TO
APPLY FOR AUTHORITY TO IMPOSE A PASSENGER FACILITY CHARGE (PFC)
AND
USE PFC REVENUE

On February 25, 2026, the City of Santa Fe provided written notice to air carriers having asignificant business interest at Santa Fe Regional Airport. A copy of each letter sent to the air carriers and the associated Exhibits is attached. The letter contained the following information.

- A description of the projects the City of Santa Fe is considering for funding by PFCs.
- The PFC level for each project.
- The proposed charge effective date for the notice of intent.
- The estimated charge expiration date for the notice of intent.
- The estimated total PFC revenue the City of Santa Fe will collect for the notice of intent.
- The date and location of the air carrier consultation meeting.

No comments were received from the air carriers and none of the notified air carriers attended the meeting. Both a copy of the sign-in sheet from the meeting, as well as minutes of the meeting, are attached.

NO WRITTEN CERTIFICATION OF AGREEMENT OR DISAGREEMENT WITH ANY OF THE PROPOSED PROJECTS WAS RECEIVED FROM THE NOTIFIED AIR CARRIERS WITHIN 30 DAYS FOLLOWING THE MEETING.

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
American Airlines
7465 63rd St.
Tulsa OK, 74133

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

As required under Section 158.23 of 14 CFR Part 158, *Passenger Facility Charges*, the City of Santa Fe is hereby providing written notice to all U.S. air carriers operating at Santa Fe Municipal Airport of its intent to impose a new PFC. 14 CFR Part 158 is the final rule by the FAA that implements Sections 9110 and 9111 of the *Aviation Safety and Capacity Expansion Act of 1990*, which was passed by the U.S. Congress in November 1990.

THE AIRPORT SYSTEM

The City of Santa Fe serves as the governing body that oversees the operation of Santa Fe Municipal Airport. The airport is designated by the FAA as a Commercial Service – Non-Hub Primary Facility intended to serve short-haul (less than 1,500 miles) air carrier markets and general aviation. The City of Santa Fe's objective is to operate the airport as a self-sufficient enterprise.

SANTA FE
REGIONAL AIRPORT

BACKGROUND

It is the policy of the City of Santa Fe to continue to improve Santa Fe Municipal Airport to meet the aviation demands of the Santa Fe area in a financially and environmentally sound manner. The existing and forecasted growth in aviation activity requires the City of Santa Fe to improve its airport facilities; therefore, the city has developed an Airport Capital Improvement Program (ACIP) that identifies facility improvements that will be required at Santa Fe Municipal Airport during the next five (5)-year period. The City of Santa Fe intends to fund a number of these airport improvements wholly or in part with revenues generated by PFCs. To the extent that PFCs will not be adequate to fund all of the proposed projects, other federal, state, and local capital funds will be applied.

AIRLINE NOTIFICATION – REQUIRED INFORMATION

The following paragraphs provide the information required under Section 158.23 of 14 CFR Part 158 for the notice to air carriers serving Santa Fe Municipal Airport.

I. NOTICE OF INTENT #1

Section 158.23 (a) (l), Description of Projects Being Considered for Funding by PFC Revenue.

A description of the projects at Santa Fe Municipal Airport being considered for funding, in whole or in part, by PFCs is provided in Attachments A and B.

Section 158.23 (a) (2), PFC Level, Proposed Charge Effective Date, Estimated Expiration Date, and Estimated Total PFC Revenue.

- PFC Level: **$3.00 per enplaned passenger**
    - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (l) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
United Airlines
233 South Wacker Dr.
Chicago IL, 60606

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

As required under Section 158.23 of 14 CFR Part 158, *Passenger Facility Charges*, the City of Santa Fe is hereby providing written notice to all U.S. air carriers operating at Santa Fe Municipal Airport of its intent to impose a new PFC. 14 CFR Part 158 is the final rule by the FAA that implements Sections 9110 and 9111 of the *Aviation Safety and Capacity Expansion Act of 1990*, which was passed by the U.S. Congress in November 1990.

THE AIRPORT SYSTEM

The City of Santa Fe serves as the governing body that oversees the operation of Santa Fe Municipal Airport. The airport is designated by the FAA as a Commercial Service – Non-Hub Primary Facility intended to serve short-haul (less than 1,500 miles) air carrier markets and general aviation. The City of Santa Fe's objective is to operate the airport as a self-sufficient enterprise.

SANTA FE
REGIONAL AIRPORT

BACKGROUND

It is the policy of the City of Santa Fe to continue to improve Santa Fe Municipal Airport to meet the aviation demands of the Santa Fe area in a financially and environmentally sound manner. The existing and forecasted growth in aviation activity requires the City of Santa Fe to improve its airport facilities; therefore, the city has developed an Airport Capital Improvement Program (ACIP) that identifies facility improvements that will be required at Santa Fe Municipal Airport during the next five (5)-year period. The City of Santa Fe intends to fund a number of these airport improvements wholly or in part with revenues generated by PFCs. To the extent that PFCs will not be adequate to fund all of the proposed projects, other federal, state, and local capital funds will be applied.

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- PFC Level: **$3.00 per enplaned passenger**
  - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (I) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
Mesa Airlines
410 N 44th St Suite 700
Phoenix, AZ 85008

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

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SANTA FE
REGIONAL AIRPORT

BACKGROUND

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Section 158.23 (a) (2), PFC Level, Proposed Charge Effective Date, Estimated Expiration Date, and Estimated Total PFC Revenue.

- PFC Level: **$3.00 per enplaned passenger**
    - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (l) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

SANTA FE
REGIONAL AIRPORT

February 25, 2026

Accounts Payable
Sky West Airlines Inc
444 S River Rd, St
George, UT 84790

SUBJECT: ***Notice by Public Agency of Intent to Apply for Authority to Impose a Passenger Facility Charge (PFC) and Use PFC Revenue at Santa Fe Municipal Airport***

Dear Accounts Payable:

As provided for in Title 14 Code of Federal Regulations (CFR) Part 158.30, ***PFC Authorization at Non-Hub Airports***, the City of Santa Fe intends to file a Notice of Intent with the Federal Aviation Administration (FAA) for the authority to impose a Passenger Facility Charge (PFC) and use PFC revenues for specific future projects at Santa Fe Municipal Airport (see Attachments A and B).

As required under Section 158.23 of 14 CFR Part 158, *Passenger Facility Charges*, the City of Santa Fe is hereby providing written notice to all U.S. air carriers operating at Santa Fe Municipal Airport of its intent to impose a new PFC. 14 CFR Part 158 is the final rule by the FAA that implements Sections 9110 and 9111 of the *Aviation Safety and Capacity Expansion Act of 1990*, which was passed by the U.S. Congress in November 1990.

THE AIRPORT SYSTEM

The City of Santa Fe serves as the governing body that oversees the operation of Santa Fe Municipal Airport. The airport is designated by the FAA as a Commercial Service – Non-Hub Primary Facility intended to serve short-haul (less than 1,500 miles) air carrier markets and general aviation. The City of Santa Fe's objective is to operate the airport as a self-sufficient enterprise.

SANTA FE
REGIONAL AIRPORT

BACKGROUND

It is the policy of the City of Santa Fe to continue to improve Santa Fe Municipal Airport to meet the aviation demands of the Santa Fe area in a financially and environmentally sound manner. The existing and forecasted growth in aviation activity requires the City of Santa Fe to improve its airport facilities; therefore, the city has developed an Airport Capital Improvement Program (ACIP) that identifies facility improvements that will be required at Santa Fe Municipal Airport during the next five (5)-year period. The City of Santa Fe intends to fund a number of these airport improvements wholly or in part with revenues generated by PFCs. To the extent that PFCs will not be adequate to fund all of the proposed projects, other federal, state, and local capital funds will be applied.

AIRLINE NOTIFICATION – REQUIRED INFORMATION

The following paragraphs provide the information required under Section 158.23 of 14 CFR Part 158 for the notice to air carriers serving Santa Fe Municipal Airport.

I. NOTICE OF INTENT #1

Section 158.23 (a) (l), Description of Projects Being Considered for Funding by PFC Revenue.

A description of the projects at Santa Fe Municipal Airport being considered for funding, in whole or in part, by PFCs is provided in Attachments A and B.

Section 158.23 (a) (2), PFC Level, Proposed Charge Effective Date, Estimated Expiration Date, and Estimated Total PFC Revenue.

- PFC Level: **$3.00 per enplaned passenger**
  - As per Section 158.23, an enplaned passenger is defined as a domestic, territorial, or international revenue passenger enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. A revenue passenger is one who possesses an air travel ticket. An air travel ticket means all documents pertaining to a passenger's complete itinerary necessary to transport a passenger by air, including passenger manifests.

- Proposed Charge Effective Date: **June 1, 2026**
- Estimated Charge Expiration Date: **January 31, 2027**
- Estimated Total PFC Revenue: **$387,383,** not including interest

Section 158.23 (a) (3), Classes of Carriers Not Required to Collect PFCs

None.

Section 158.23 (a) (4), Date and Location of Meeting to Present the Projects Listed in Attachment A.

April 7, 2026 - - 2:00 p.m.
Airport Administration Offices
Santa Fe Municipal Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507

Please note Section 158.23 (c) (l) stipulates that within 30 days following issuance of this notice, each carrier must provide the city with a written acknowledgment that such notice was received.

I look forward to seeing you or your representative at this meeting. In the meantime, please feel free to call me at (**505) 955-2901** if you have any questions.

Sincerely,

Jimmy Gunn
Airport Manager

Attachments (2)

c. Ben Guttery – FAA
James Fuller – FAA
Leah Marquez – Molzen Corbin
Dave Fitz – Coffman Associates

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST: Santa Fe Regional (SAF)

CIP START YEAR: 2024

$0	2021 NPE (Expires FY24)		
$1,522,425	2022 NPE (Expires FY25)	$1,481,040	2022 AIG (Expires FY25)
$1,522,425	2023 NPE (Expires FY26)	$1,364,615	2023 AIG (Expires FY26)
$1,522,425	Estimated NPE (for planning through 2028)	$1,606,601	2024 AIG (for planning through 2026)

Fed FY	Available NPE	Available AIG	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan NPE	Funding Plan AIG	Funding Plan Additional AIP	Funding Plan PFC	Funding Plan State	Funding Plan City	Funding Plan Total Match
2024	$4,567,275	$4,452,256	BIL	Terminal Apron Reconstruction Design	$284,611		$266,822		$8,894	$8,894		
			State	Resurface RW 2-20 at Midfield Intx	$1,700,000	$0	$0	$0		$1,700,000	$0	$1,700,000
			BIL	North Ramp Reconstruction Phase I Design	$203,962	$0	$183,566	$0	$1,275	$19,121		$19,121
	Total = $9,019,531		Other	PFC Application and Administration (PFC Funded)	$150,000	$0	$0	$0	$180,000			
			BIL	Airport Master plan (plus AGIS, plus ATCT Shadow Study)	$1,500,000	$0	$1,406,250	$0		$84,375	$9,375	$93,750
	$4,567,275	$2,595,619	Remaining Funds	**2024 Annual Subtotals:**	**$3,838,573**	**$0**	**$1,856,637**	**$0**	**$190,169**		**$9,375**	**$1,812,871**
2025	$6,089,700	$4,202,220	State	Maintenance Items	$22,222	$0	$0	$0		$20,000	$2,222	$22,222
			BIL	Terminal Apron Reconstruction Construction	$7,461,837	$6,089,700			$137,214	$1,234,923		
	Total = $10,291,920		BIL	Electrical Vault and Utility Plan Design	$262,579		$249,450			$11,816	$1,313	$13,129
	$0	$3,952,770	Remaining Funds	**2025 Annual Subtotals:**	**$7,746,638**	**$6,089,700**	**$249,450**	**$0**			**$3,535**	**$35,351**
2026	$1,522,425	$5,559,371	AIP	RW 33 RSA Grading (Re-bid)	$1,536,954		$1,460,106			$69,163	$7,685	$76,848
			AIP	Electrical Vault Rehailitation Construction	$1,000,000	$950,000				$45,000	$5,000	$50,000
	Total = $7,081,796		Local	Terminal Expansion Phase III EA	$500,000						$500,000	$500,000
			Local	East Parking Lot Exapnsion Design	$250,000						$250,000	$250,000
			Local	East Apron Reconstruction Design	$251,107						$251,107	$251,107
	$572,425	$4,099,265	Remaining Funds	**2026 Annual Subtotals:**	**$3,538,061**	**$950,000**	**$1,460,106**	**$0**			**$1,013,791**	**$1,127,954**
2027	$2,094,850	$4,099,265	AIP	East Apron Reconstruction Construction	$4,600,525	$213,727	$4,099,265			$258,780	$28,753	$287,533
			Local	Terminal Expansion Phase III Design	$2,000,000						$2,000,000	$2,000,000
	Total = $6,194,115		State	New ATCT EA & Design	$1,200,000					$1,080,000	$120,000	$1,200,000
	$1,881,123	$0	Remaining Funds	**2027 Annual Subtotals:**	**$7,800,525**	**$213,727**	**$4,099,265**	**$0**			**$2,148,753**	**$3,487,533**
2028	$3,403,548	$0	AIP	North Ramp Reconstruction Phase I Construction	$6,000,000	$3,403,548		$1,996,452	$60,000	$540,000		
			Local	Runway 15-33 Rehabilitation PER and Design	$247,328			$222,595		$22,260	$2,473	$24,733
	Total = $3,403,548											
	$0	$0	Remaining Funds	**2028 Annual Subtotals:**	**$6,247,328**	**$3,403,548**	**$0**	**$2,219,047**			**$2,473**	**$24,733**
				5 Year CIP Totals:	**$29,171,125**	**$10,656,975**	**$7,665,458**				**$3,177,927**	**$6,488,442**

SPONSOR SIGNATURE: _____ **DATE:** 02/06/2026

ATTACHMENT B

SANTA FE REGIONAL AIRPORT
PASSENGER FACILITY CHARGE (PFC)
PROJECT DESCRIPTIONS
NOTICE OF INTENT #1

I. COLLECT PFCS FOR THE FOLLOWING PROJECTS:

The City of Santa Fe intends to "impose and use" PFCs ($3.00) for the following projects at Santa Fe Regional Airport (SAF).

A. FUTURE PROJECTS (FY 2025/FY 2026/FY 2027)

1. PFC Application/Administration Costs

Project Description: The PFC administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the Federal Aviation Administration (FAA). The costs also include the administration of the PFC program during the collection period, including any subsequent amendments. **The PFC will be used to reimburse the City of Santa Fe's costs related to the preparation and administration of the PFC application.**

SAF experienced 202,405 enplanements for the latest 12 months available in 2025 ending in October. At $3.00 PFC, this equates to $601,215 in airport revenue per year. Of the $3.00 PFC, the airlines retain approximately $0.11 per enplaned passenger for processing, leaving $2.89 per enplaned passenger for the airport revenue, which equates to $579,170.45 per calendar year.

Total Projected Cost: $180,000

Total PFC Collection: $180,000 (Impose and Use, City Share)

2. Terminal Apron Reconstruction

Project Description: The existing terminal apron contains Portland cement concrete pavement, which is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56–70 in 2014, while the two other parts of the apron received PCIs of 71–85 in 2014. All parts of the apron were constructed in 1955. The low PCI scores and the age of the pavement indicate this apron in need of reconstruction. The FAA issued a Categorical Exclusion determination for this project on January 24, 2022. The FAA issued a design grant for this project in fiscal year (FY) 2022 (AIP 3-35-0037-060-2022). The FAA issued a construction grant for this project in FY 2025 (AIP 3-35-0037-0065-2024). Construction is anticipated in FY 2025.

This project is crucial to the airport and airlines. With the airport now having completed a $21 million terminal expansion and renovation project with new gates, this project is essential to continued airline operations at SAF. This apron is where commercial service aircraft will be parked and serviced.

The PFC will be used to reimburse the City of Santa Fe's local match.

Total Projected Cost, Design: $284,611

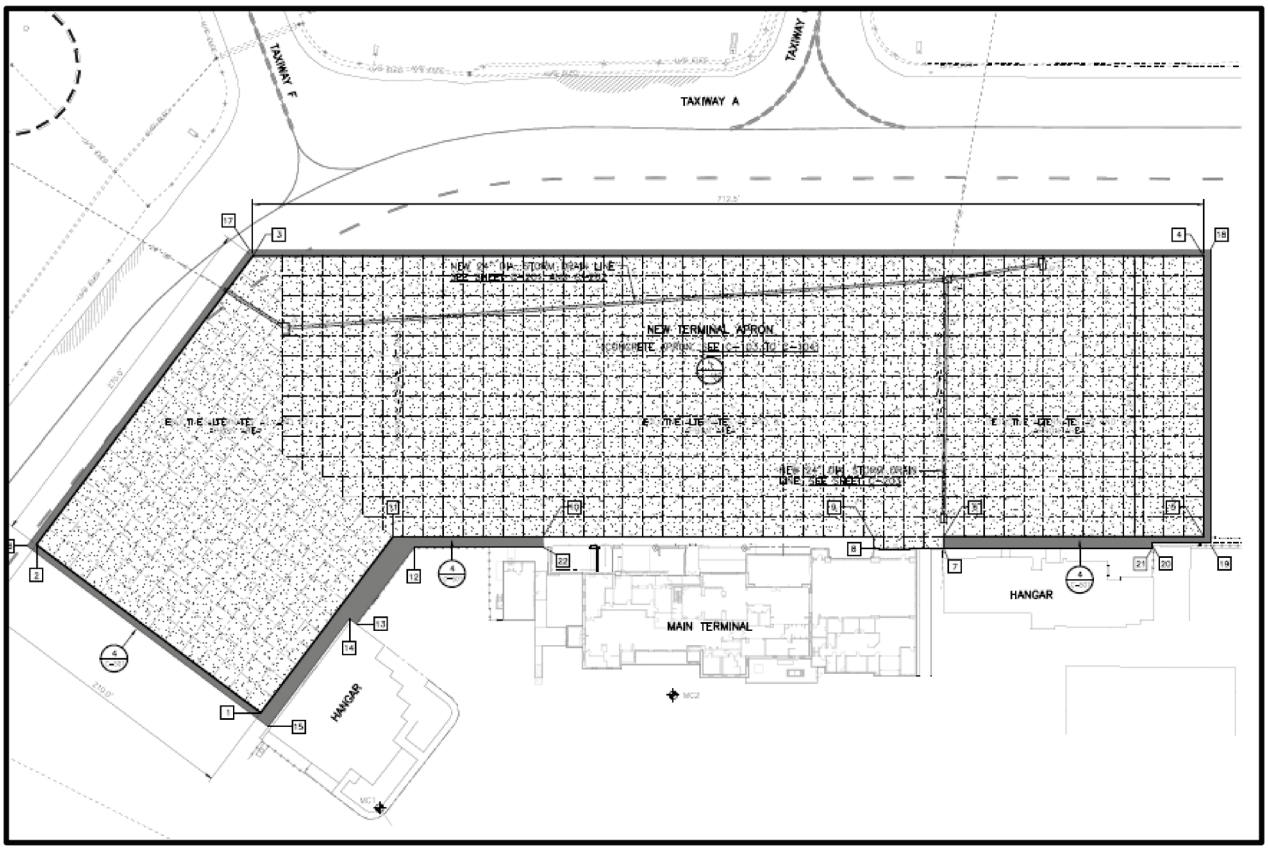
Total PFC Collection, Design: $8,894 (Impose and Use, City Share)

Total Projected Cost, Construction: $7,461,837

Total PFC Collection, Construction: $137,214 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $7,892,556

Total PFC Collection, Design and Construction: $146,108 (Impose and Use, City Share)



Terminal Apron Reconstruction Project

3. **North Aircraft Parking Ramp Reconstruction**

Project Description: The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall North Ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron and has an estimated construction cost of $6.0 million. **The PFC will be used to reimburse the City of Santa Fe's local match.**

The FAA issued a Categorical Exclusion determination for this project on February 27, 2024. The FAA issued a design grant for this project in FY 2024 (AIP 3-35-0037-063-2024). Construction is anticipated in FY 2026. The FAA grant is for design only. The New Mexico Department of Transportation (NMDOT) grant, SAF-25-02, has been issued for both design and construction. The FAA construction grant will not be issued until the time of bidding.

For the purposes of this PFC application, only the design costs and the construction costs associated with Phase I of the North Ramp reconstruction are being considered. PFC revenues will be used to reimburse the City of Santa Fe's local match for the eligible design and Phase I construction costs included in this application.

This project is vital to the fixed base operators (FBOs) serving the airlines through services provided, such as fuel, A&P, and other services. This apron is also necessary to park commercial airline aircraft overnight (remain overnight/RON parking) and during other pavement maintenance activities on the primary apron.

Total Projected Cost, Design: $203,962

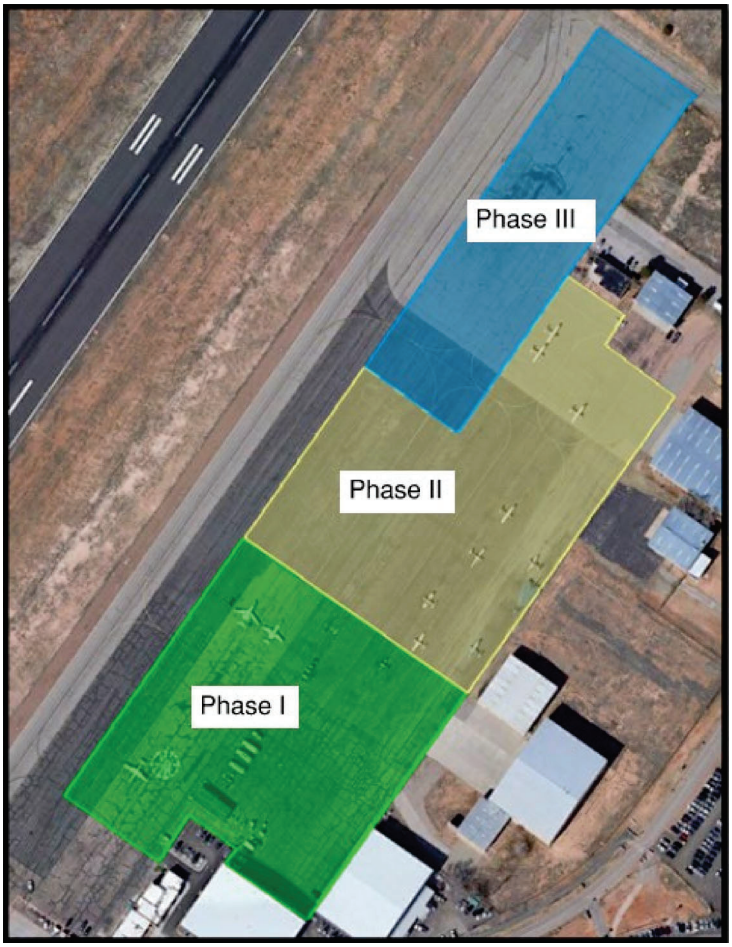
Total PFC Collection, Design: $1,275 (Impose and Use, City Share)

Total Projected Cost, Construction: $6,000,000

Total PFC Collection, Construction: $60,000 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $6,265,237

Total PFC Collection, Design and Construction: $61,275 (Impose and Use, City Share)


Phase III
Phase II
Phase I


Sierra Aviation



Santa Fe Regional Airport Passenger Facility Charge (PFC) - Air Carrier Consultation and Public Information Meeting

Meeting Attendance Record

SANTA FE
REGIONAL AIRPORT

Date: April 7, 2026 *Location:* Santa Fe Regional Airport, Airport Administration Offices

Time: 2:00 p.m. 121 Aviation Dr., Building 3002B, Santa Fe, NM 87507

Name	Representing	Address	Contact Information
1. Leah Marquez	Molzen Corbin		phone: (505) 242-5700 email:
2. Zachary Torma	Molzen Corbin		phone: (505) 242-5700 email:
3. James Harlan	Santa Fe Regional Airport		phone: 505-670-3232 email:
4. Paulette Ortiz	SF Airport		phone: 505-479-1112 email: pkortiz@santafenm.gov
5. Desiree Ring	SF Airport		phone: 505-469-5705 email: dsring@santafenm.gov
6. Jimmy Gunn	SF Airport		phone: 505-699-2403 email: jdgunn@santafenm.gov
7. Dave Fitz	Coffman Associates		phone: 816-524-3500 email:
8.			phone: email:
9.			phone: email:
10.			phone: email:
11.			phone: email:
12.			phone: email:

SANTA FE REGIONAL AIRPORT
PASSENGER FACILITY CHARGE (PFC)
NOTICE OF INTENT (NOI) #1
AIR CARRIER CONSULTATION MEETING AND PUBLIC WORKSHOP MINUTES
121 AVIATION DRIVE, SANTA FE, NEW MEXICO
Tuesday, April 7, 2026 2:00 PM

The Passenger Facility Charges, Air Carrier Consultation meeting and public workshop was called to order by Mr. David Fitz, Harris, Coffman Associates, at 2:00 p.m., on Tuesday, April 7, 2026, at the Santa Fe Regional Airport, 121 Aviation Drive, Santa Fe, New Mexico.

PRESENT
Jimmy Gunn, Santa Fe Regional Airport
James Garduno, Santa Fe Regional Airport
Paulette Ortiz, Santa Fe Regional Airport
Leah Marquez, Molzen Corbin
Zachary Toma, Molzen Corbin

ABSENT
All invited Air Carrier representatives were absent.
Members of the public

DISCUSSION AND OVERVIEW OF AGENDA ITEMS
Mr. Fitz stated that this PFC application filed by the City of Santa Fe and the Airport. It is being done by the authorization provided by Congress, Part 158 of the Federal Regulations, under the 'Non-Hub Airport' process which allows a quicker process in filing a Notice of Intent. Mr. Fitz stated that all the documentation for proposed PFC projects were on hand, available on PowerPoint presenation, and they were sent out to all the Air Carriers that have a business interest at the Santa Fe Airport via letter on February 25, 2025.. The Air Carriers were also notified in this same letterregarding the meeting, and a list of projects, as well as project descriptions, were provided to them at that time. Mr. Fitz noted that no Air Carriers are present for discussion or questions. Mr. Fitz opened the floor to any questions from the participants in attendance.

Mr. Fitz said to note Item 5, "Deadline for Written Certification of Agreement or

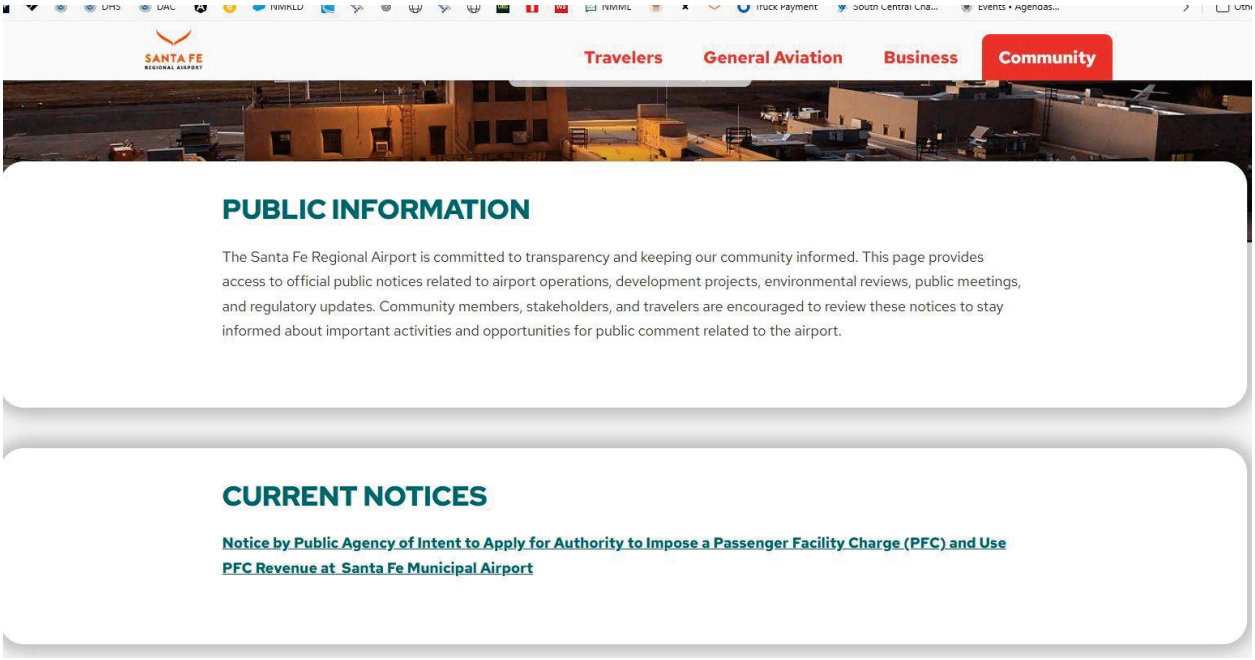
Disagreement with a Project", is due from the Air Carriers 30 days from the day of the meeting. The time frame established is per the Regulations, in which they (the Air Carriers) must respond to each project independently, and not the PFC as a whole. After that time, after comments are received, the Notice of Intent will be completed and submitted by the City to the FAA for consideration.

Mr. Gunn noted that the Airport posted the Notice of Intent on the City website. Mr. Gunn said based on the absence of the Air Carriers and members of the public, his recommendation was to adjourn the meeting.

ADJOURN

Mr. Fitz adjourned the meeting at 3:05 p.m.

The following public notice was published on the City of Santa Fe's website from February 24, 2026 until April 8, 2026.



PUBLIC NOTICE
OPPORTUNITY FOR PUBLIC COMMENT SANTA FE REGIONAL AIRPORT PASSENGER FACILITY CHARGE (PFC) NOTICE OF INTENT #1

As provided for in Title 14 Code of Federal Regulation (CFR) Part 158.30 (*PFC Authorization at Non-Hub Airports*), the City of Santa Fe intends to file a "Notice of Intent" (NOI) with the Federal Aviation Administration (FAA) for the authority to "Impose and Use" PFC revenue for specific projects at the Santa Fe Regional Airport. Public comments on the proposed "Impose and Use" NOI will be accepted by the City of Santa Fe until 5:00 PM, April 15, 2026.

Passenger Facility Charge Program

- PFC Level: $3.00 per enplaned passenger.
- Proposed Charge Effective Date: June 1, 2026
- Estimated Charge Expiration Date: January 31, 2027
- Estimated Total PFC "Impose and Use" Revenue: $387,383, not including interest.

The City of Santa Fe intends to use the PFC revenue for the following projects at the Santa Fe Regional Airport.

1. **PFC Application/Administration Costs**

Project Description: The PFC administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the Federal Aviation Administration (FAA). The costs also include the administration of the PFC program during the collection period, including any subsequent amendments. **The PFC will be used to reimburse the City of Santa Fe's costs related to the preparation and administration of the PFC application.**

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Total Projected Cost: $180,000

Total PFC Collection: $180,000 (Impose and Use, City Share)

2. Terminal Apron Reconstruction

Project Description: The existing terminal apron contains Portland cement concrete pavement, which is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56–70 in 2014, while the two other parts of the apron received PCIs of 71–85 in 2014. All parts of the apron were constructed in 1955. The low PCI scores and the age of the pavement indicate this apron in need of reconstruction. The FAA issued a Categorical Exclusion determination for this project on January 24, 2022. The FAA issued a design grant for this project in fiscal year (FY) 2022 (AIP 3-35-0037-060-2022). The FAA issued a construction grant for this project in FY 2025 (AIP 3-35-0037-0065-2024). Construction is anticipated in FY 2025.

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The PFC will be used to reimburse the City of Santa Fe's local match.

Total Projected Cost, Design: $284,611

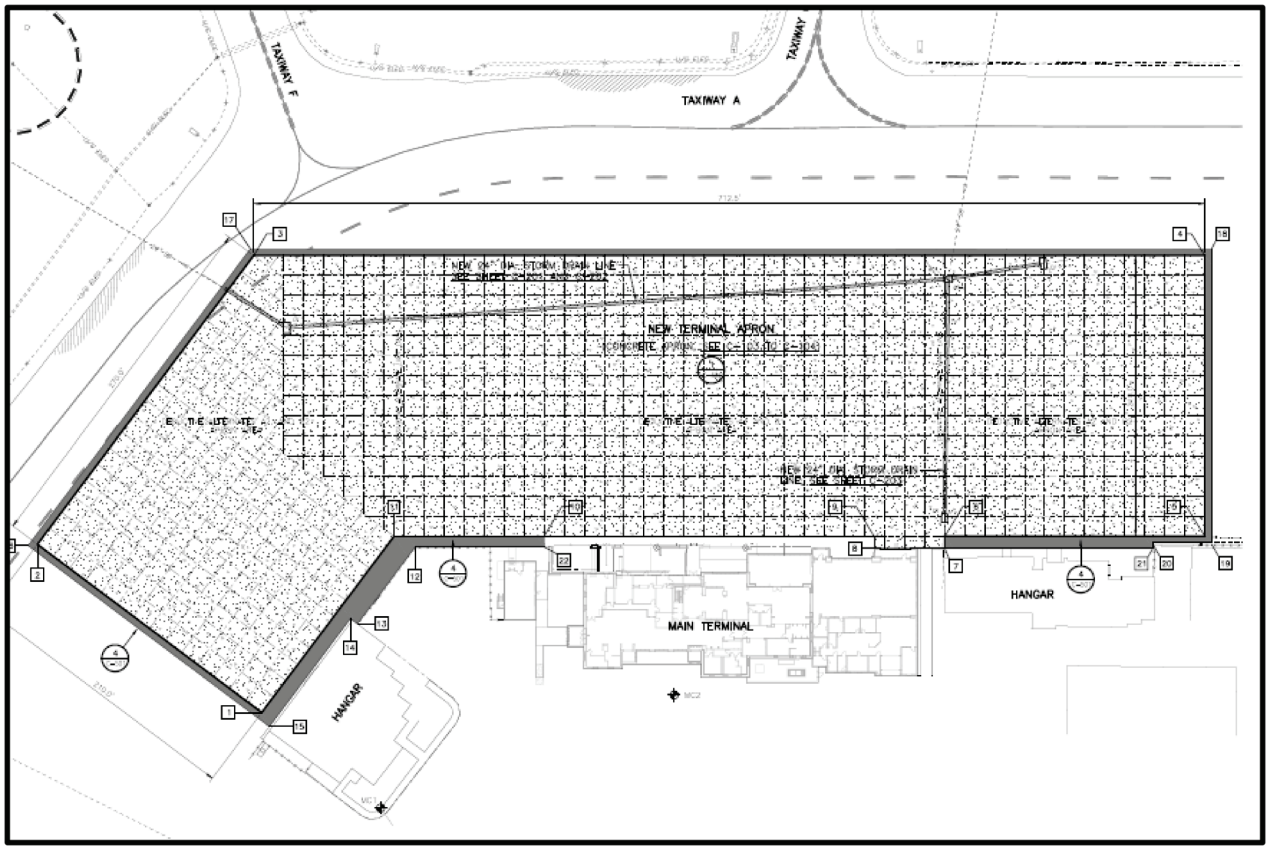
Total PFC Collection, Design: $8,894 (Impose and Use, City Share)

Total Projected Cost, Construction: $7,461,837

Total PFC Collection, Construction: $137,214 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $7,892,556

Total PFC Collection, Design and Construction: $146,108 (Impose and Use, City Share)



Terminal Apron Reconstruction Project

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Project Description: The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall North Ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron and has an estimated construction cost of $6.0 million. **The PFC will be used to reimburse the City of Santa Fe's local match.**

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This project is vital to the fixed base operators (FBOs) serving the airlines through services provided, such as fuel, A&P, and other services. This apron is also necessary to park commercial airline aircraft overnight (remain overnight/RON parking) and during other pavement maintenance activities on the primary apron.

Total Projected Cost, Design: $203,962

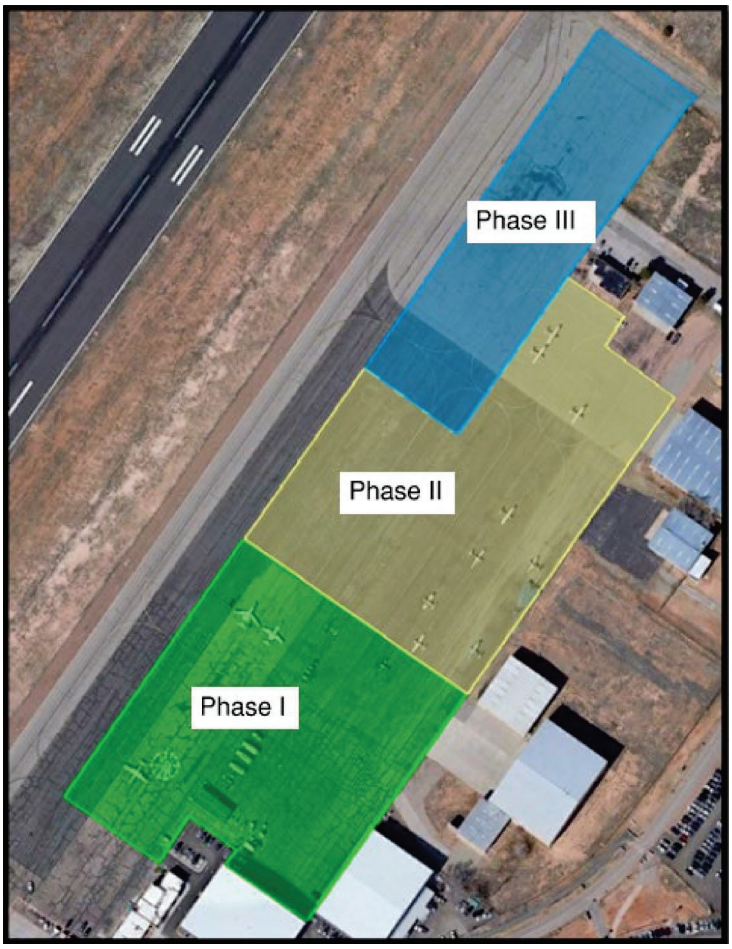
Total PFC Collection, Design: $1,275 (Impose and Use, City Share)

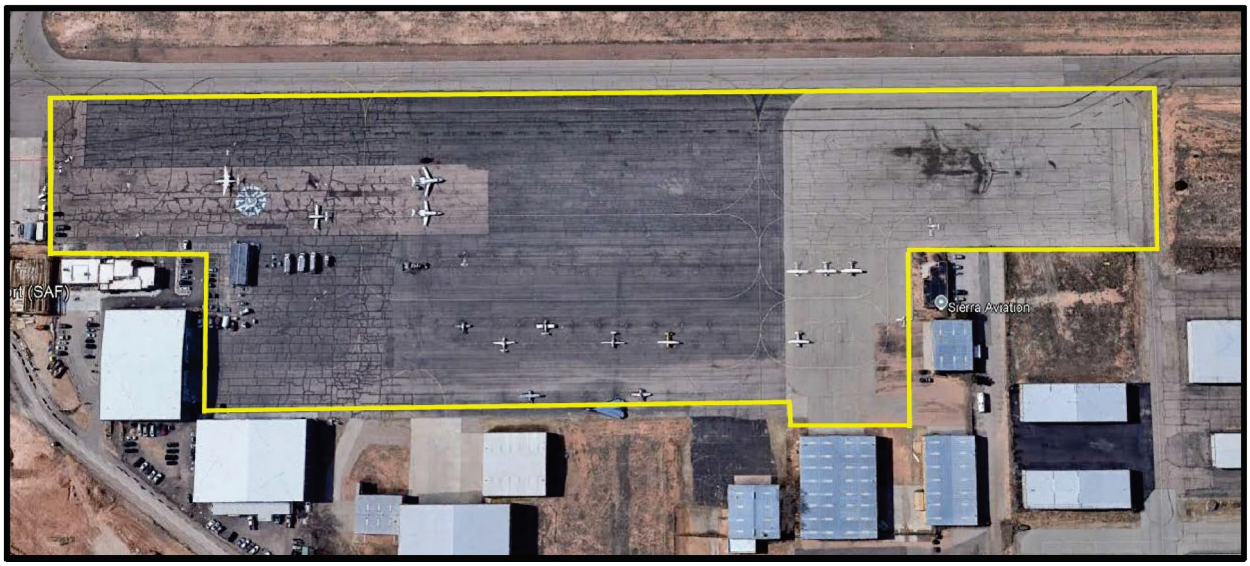
Total Projected Cost, Construction: $6,000,000

Total PFC Collection, Construction: $60,000 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $6,265,237

Total PFC Collection, Design and Construction: $61,275 (Impose and Use, City Share)


Phase III
Phase II
Phase I


(SAF)
Sierra Aviation



If you would like more detailed information on the proposed PFC NOI #1, please contact Mr. Jimmy Gunn, Airport Manager, at 505-955-2901. Comments on the proposed PFC NOI should be submitted to:

Mr. Jimmy Gunn
Airport Manager
Santa Fe Regional Airport
121 Aviation Drive
Building 3002B
Santa Fe, NM 87507
505-955-2901

SANTA FE
REGIONAL AIRPORT

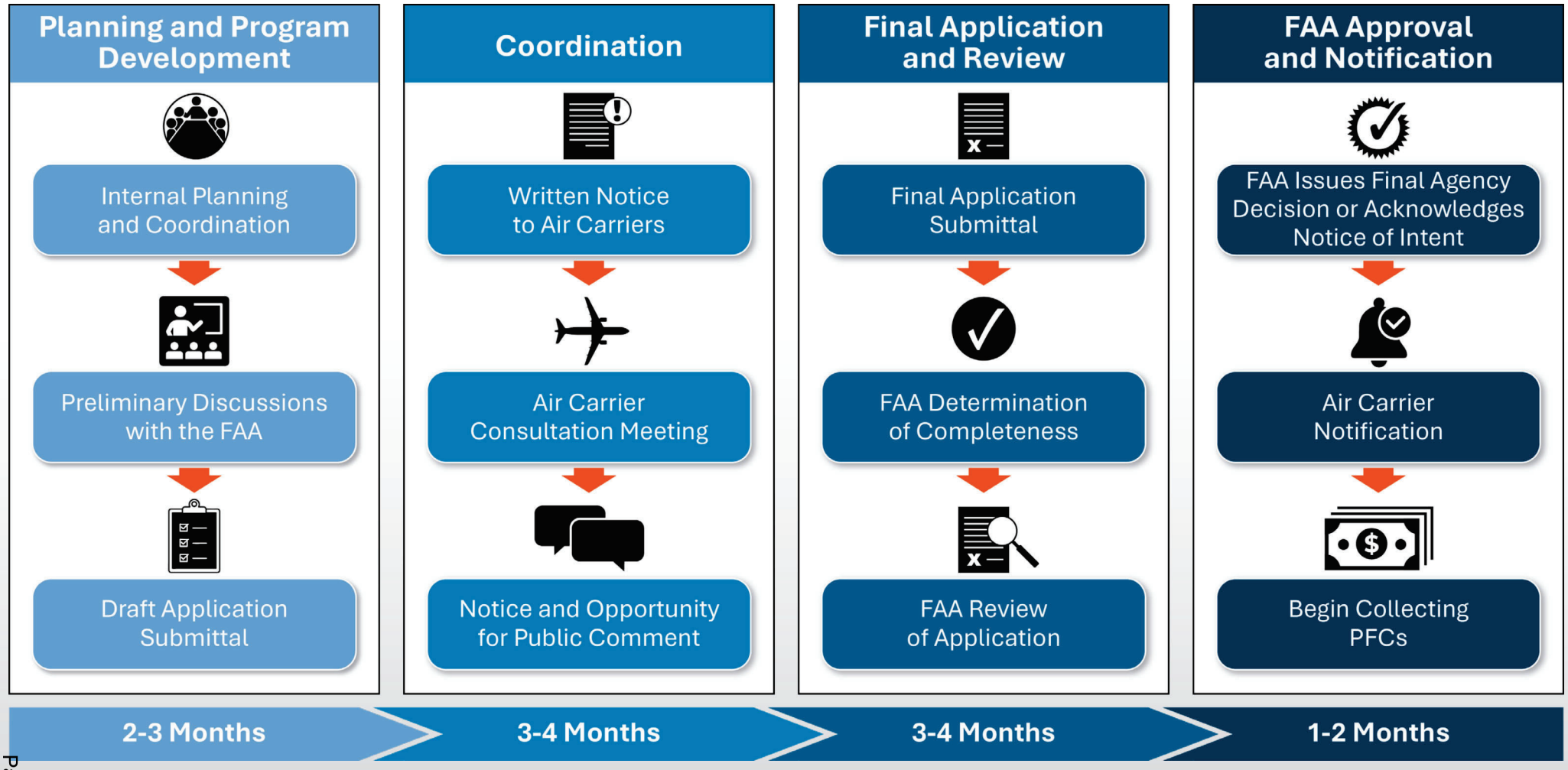
NOTICE OF INTENT
TO
IMPOSE A PFC CHARGE
AND
USE PFC REVENUES
AT
SANTA FE REGIONAL AIRPORT

As Authorized under
Passenger Facility Charge (PFC) Authorization at Non-Hub Airports
(§158.30)

April 7, 2026

SANTA FE
REGIONAL AIRPORT

Passenger Facility Charge Application Process Overview



SANTA FE
REGIONAL AIRPORT

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST: Santa Fe Regional (SAF)

CIP START YEAR: 2024

$0 2021 NPE (Expires FY24)
$1,522,425 2022 NPE (Expires FY25)
$1,522,425 2023 NPE (Expires FY26)
$1,522,425 Estimated NPE (for planning through 2028)

$1,481,040 2022 AIG (Expires FY25)
$1,364,615 2023 AIG (Expires FY26)
$1,606,601 2024 AIG (for planning through 2026)

Fed FY	Available NPE	Available AIG	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan NPE	AIG	Additional AIP	PFC	State	City	Total Match
2024	$4,567,275	$4,452,256	BIL	Terminal Apron Reconstruction Design	$284,611		$266,822		$8,894	$8,894		
			State	Resurface RW 2-20 at Midfield Intx	$1,700,000	$0	$0	$0		$1,700,000	$0	$1,700,000
			BIL	North Ramp Reconstruction Phase I Design	$203,962	$0	$183,566	$0	$1,275	$19,121		$19,121
	Total = $9,019,531		Other	PFC Application and Administration (PFC Funded)	$150,000	$0	$0	$0	$180,000			
			BIL	Airport Master plan (plus AGIS, plus ATCT Shadow Study)	$1,500,000	$0	$1,406,250	$0		$84,375	$9,375	$93,750
	$4,567,275	$2,595,619	Remaining Funds	**2024 Annual Subtotals:**	**$3,838,573**	**$0**	**$1,856,637**	**$0**	**$190,169**		**$9,375**	**$1,812,871**
2025	$6,089,700	$4,202,220	State	Maintenance Items	$22,222	$0	$0	$0		$20,000	$2,222	$22,222
			BIL	Terminal Apron Reconstruction Construction	$7,461,837	$6,089,700			$137,214	$1,234,923		
			BIL	Electrical Vault and Utility Plan Design	$262,579		$249,450			$11,816	$1,313	$13,129
	Total = $10,291,920											
	$0	$3,952,770	Remaining Funds	**2025 Annual Subtotals:**	**$7,746,638**	**$6,089,700**	**$249,450**	**$0**			**$3,535**	**$35,351**
2026	$1,522,425	$5,559,371	AIP	RW 33 RSA Grading (Re-bid)	$1,536,954		$1,460,106			$69,163	$7,685	$76,848
			AIP	Electrical Vault Rehabilitation Construction	$1,000,000	$950,000				$45,000	$5,000	$50,000
			Local	Terminal Expansion Phase III EA	$500,000						$500,000	$500,000
	Total = $7,081,796		Local	East Parking Lot Exapnsion Design	$250,000						$250,000	$250,000
			Local	East Apron Reconstruction Design	$251,107						$251,107	$251,107
	$572,425	$4,099,265	Remaining Funds	**2026 Annual Subtotals:**	**$3,538,061**	**$950,000**	**$1,460,106**	**$0**			**$1,013,791**	**$1,127,954**
2027	$2,094,850	$4,099,265	AIP	East Apron Reconstruction Construction	$4,600,525	$213,727	$4,099,265			$258,780	$28,753	$287,533
			Local	Terminal Expansion Phase III Design	$2,000,000						$2,000,000	$2,000,000
			State	New ATCT EA & Design	$1,200,000					$1,080,000	$120,000	$1,200,000
	Total = $6,194,115											
	$1,881,123	$0	Remaining Funds	**2027 Annual Subtotals:**	**$7,800,525**	**$213,727**	**$4,099,265**	**$0**			**$2,148,753**	**$3,487,533**
2028	$3,403,548	$0	AIP	North Ramp Reconstruction Phase I Construction	$6,000,000	$3,403,548		$1,996,452	$60,000	$540,000		
			Local	Runway 15-33 Rehabilitation PER and Design	$247,328			$222,595		$22,260	$2,473	$24,733
	Total = $3,403,548											
	$0	$0	Remaining Funds	**2028 Annual Subtotals:**	**$6,247,328**	**$3,403,548**	**$0**	**$2,219,047**			**$2,473**	**$24,733**
				5 Year CIP Totals:	**$29,171,125**	**$10,656,975**	**$7,665,458**				**$3,177,927**	**$6,488,442**

SPONSOR SIGNATURE: _____ **DATE:** 02/06/2026

1. PFC Application/Administration Costs

Total Projected Cost: $180,000

Total PFC Collection: $180,000 (Impose and Use, City Share)

2. Terminal Apron Reconstruction

The PFC will be used to reimburse the city's local match.

Total Projected Cost, Design: $284,611

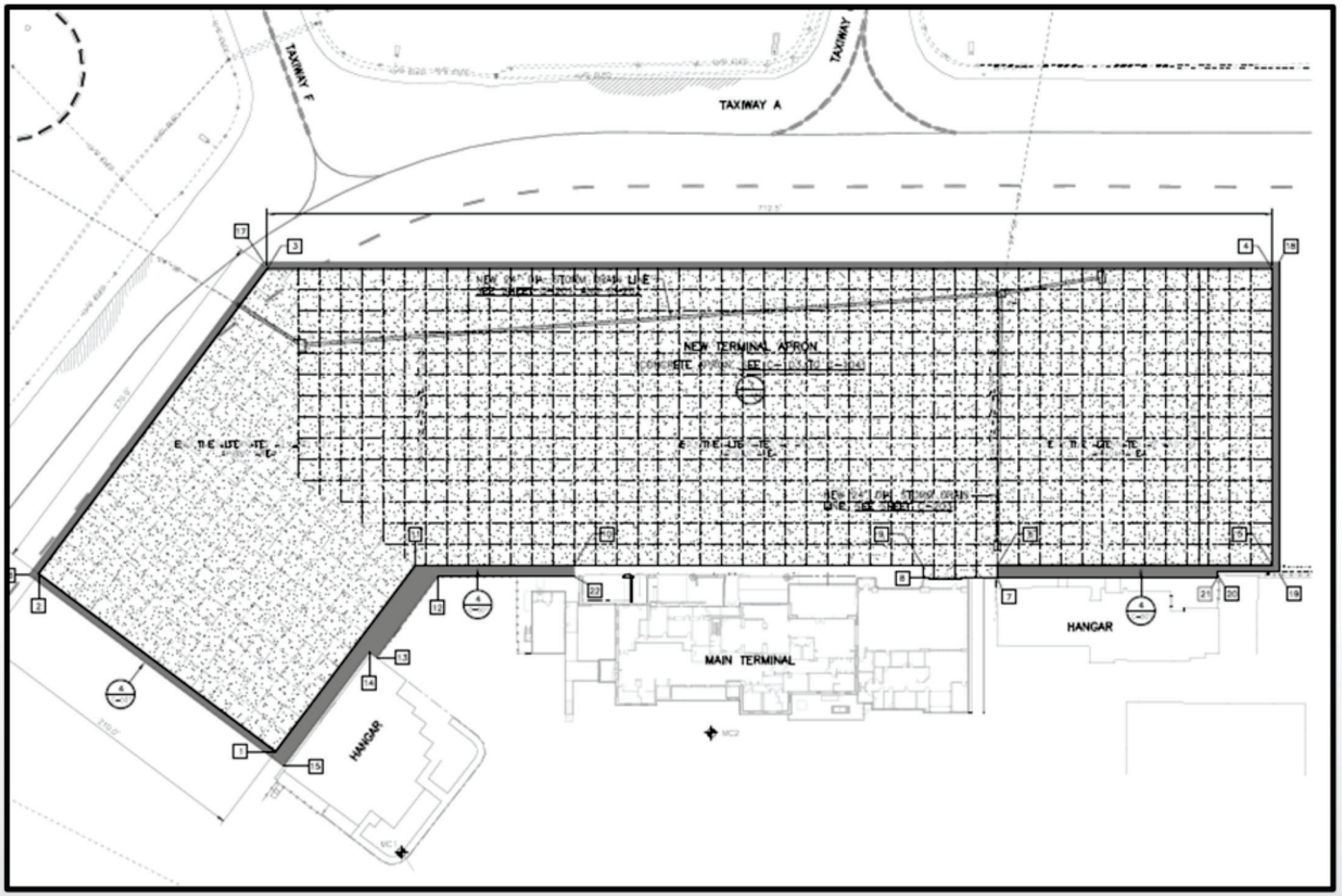
Total PFC Collection, Design: $8,894 (Impose and Use, City Share)

Total Projected Cost, Construction: $7,461,837

Total PFC Collection, Construction: $137,214 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $7,892,556

Total PFC Collection, Design and Construction: $146,108 (Impose and Use, City Share)


TAXIWAY F
TAXIWAY
TAXIWAY A
NEW TERMINAL APRON
HANGAR
MAIN TERMINAL
HANGAR

3. North Aircraft Parking Ramp Reconstruction (Phase I)

Total Projected Cost, Design: $203,962

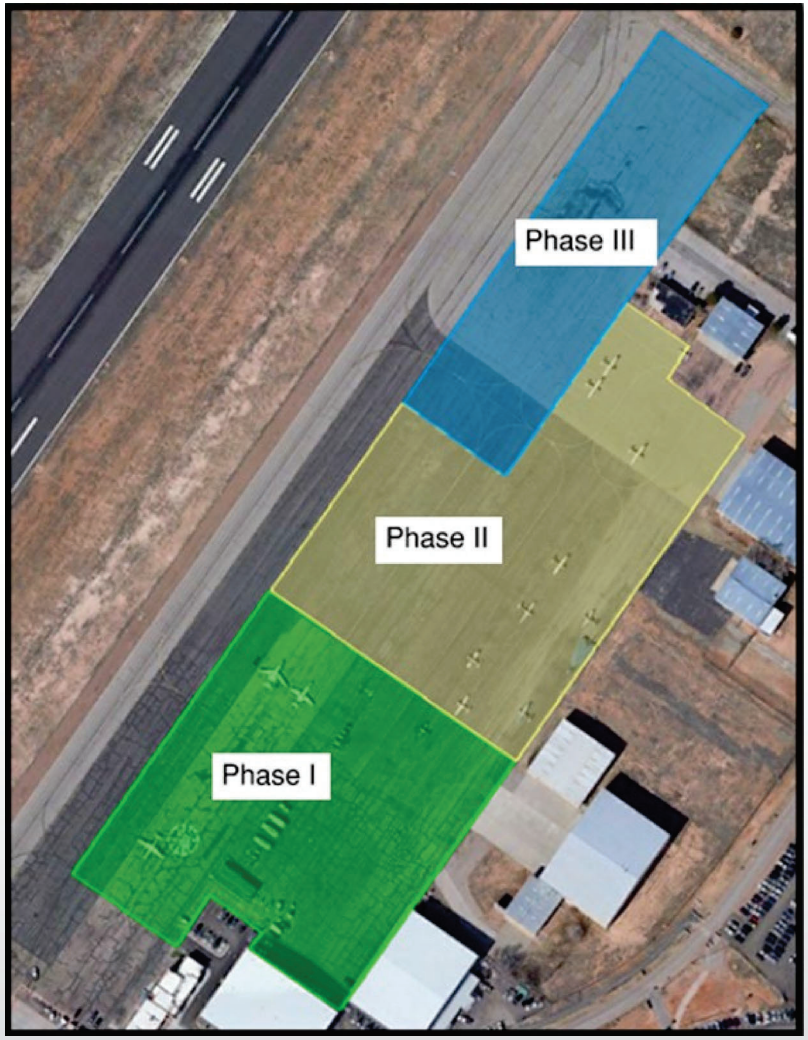
Total PFC Collection, Design: $1,275 (Impose and Use, City Share)

Total Projected Cost, Construction: $6,000,000

Total PFC Collection, Construction: $60,000 (Impose and Use, City Share)

Total Projected Cost, Design and Construction: $6,265,237

Total PFC Collection, Design and Construction: $61,275 (Impose and Use, City Share)


Phase III
Phase II
Phase I



SANTA FE
REGIONAL AIRPORT

Questions?

ATTACHMENT G
ALP/AIRSPACE ENVIRONMENTAL

Paperwork Reduction Act Statement
A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0557. Public reporting for this collection of information is estimated to be approximately 25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. All responses to this collection of information are required to obtain FAA approval of authority to collect PFC revenue (49 U.S.C. 40117(h)). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

FORM 5500-1, ATTACHMENT G
AIRPORT LAYOUT PLAN (ALP), AIRSPACE, AND ENVIRONMENTAL FINDINGS

ALL PROJECTS FOR WHICH IMPOSE AND USE OR USE AUTHORITY IS REQUESTED IN THE APPLICATION MUST BE LISTED UNDER EACH TYPE OF FINDING BELOW.

*****FOR FAA USE**********
PFC Application Number:
****

I. ALP Findings

1. Current ALP approval date: **December 10, 2018**
   List proposed project(s) shown on this ALP:
   Terminal Apron Reconstruction (Construction)
   North Aircraft Parking Ramp Phase I Reconstruction (Construction)
2. List proposed project(s) not required to be shown on an ALP:
   PFC Application and Administrative Costs
   Terminal Apron Reconstruction (Design)
   North Aircraft Parking Ramp Phase I Reconstruction (Design)

*****FOR FAA USE**********
Public agency information confirmed? YES [ ] PARTIALLY [ ] NO [ ]
For each project which the ADO/RO disagrees with the public agency's finding, discuss the reason(s) for the FAA's nonconcurrance below.
****

II. Airspace Findings

1. FAA Airspace finding date: _____ (repeat as necessary)
   List proposed project(s) covered by this finding:

2. List proposed project(s) not required to have an airspace determination
   PFC Application and Administrative Costs
   Terminal Apron Reconstruction (Design and Construction)
   North Aircraft Parking Ramp Phase I Reconstruction (Design and Construction)

*****FOR FAA USE**********
Public agency information confirmed? YES [ ] PARTIALLY [ ] NO [ ]
For each project which the ADO/RO disagrees with the public agency's finding, discuss the reason(s) for the FAA's nonconcurrance below.
****

III. Environmental Findings

1. List proposed project(s) which are categorically excluded from the requirement for formal environmental review:
   Terminal Apron Reconstruction (Design and Construction)
   North Aircraft Parking Ramp Phase I Reconstruction (Design and Construction)

2. Date of FAA Finding of No Significant Impact: _____
   (repeat as necessary)
   List proposed project(s) covered by this finding:

3. Date of FAA environmental record of decision: _____
   (repeat as necessary)
   List proposed project(s) covered by this finding:

*****FOR FAA USE**********
Public agency information confirmed? YES [ ] PARTIALLY [ ] NO [ ]
For each project which the ADO/RO disagrees with the public agency's finding, discuss the reason(s) for the FAA's nonconcurrance below.
****

Application Reviewed by:

Name	Routing Symbol	Date

ATTACHMENT H

Notice of Intent Project Information

FORM 5500-1, ATTACHMENT H

Fill in all shaded areas, and break projects into major components.

Public Agency:	City of Santa Fe
Location:	Santa Fe, New Mexico
Impose Airport	Santa Fe Regional Airport
Use Airport(s):	Santa Fe Regional Airport

Prj No.	Project Title	PFC Level	PFC Revenue Requested				AIP Funds	Grant No.	Other Revenue	Total Project Cost	Project Type	PFC Objective
			Pay-as-you-go	Bond Capital	Financing	Total PFC						
1	PFC Application/Administration Costs	$3.00	$ 180,000	$ -	$ -	$ 180,000	$0	N/A	$0	$180,000	Concurrent	Preserve Safety
2	Terminal Apron Reconstruction	$3.00	$ 146,108	$	$	$ 146,108	$7,600,340	60/65	$146,108	$7,892,556	Concurrent	Preserve Safety
3	North Aircraft Parking Ramp Reconstruction	$3.00	$ 61,275			$ 61,275	$6,142,687	63/TBD	$61,275	$6,265,237	Concurrent	Preserve Safety
4						$ -				$0		
5						$ -				$0		
6						$ -				$0		
7						$ -				$0		
8						$ -				$0		
9						$ -				$0		
10						$ -				$0		
11						$ -				$0		
12						$ -				$0		
13						$ -				$0		
14						$ -				$0		
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16						$ -				$0		
17						$ -				$0		
18						$ -				$0		
19						$ -				$0		
20						$ -				$0		
	Notice Total:		$387,383	$0	$0	$ 387,383						

Proposed Excluded Class(es) of Carrier:

FORM 5500-1, ATTACHMENT H

 Fill in all shaded areas

Public Agency: City of Santa Fe
Location: Santa Fe, New Mexico

				Physical Dates		Terminal Information					
						Pre-PFC Action			Post-PFC Action		
Prj No.	Project Title	Public Agency No.	Detailed Project Description	Project Start	Project End	Tkt Cntr	Gates	Bag Fac.	Tkt Cntr	Gates	Bag Fac.
1	PFC Application/Administration Costs		The passenger facility charge (PFC) administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the Federal Aviation Administration (FAA). The costs also include the administration of the PFC program during the collection period, including any subsequent amendments. The PFC will be used to reimburse the city's costs related to the preparation and administration of the PFC Application. June 1, 2026, is the estimated start for PFC collects . This gives the FAA time to review and accept the application and approve the collection of PFC money. SAF experienced 202,405 enplanements for the latest 12 months available in 2025 (ending in October). At a $3.00 PFC, this equates to $601,215 in airport revenue per year. Of the $3.00 PFC, the airlines retain approximately $0.11 per enplaned passenger for processing, leaving $2.89 per enplaned passenger for the airport revenue, which equates to $579,170.45 per calendar year.	10/15/2025	4/30/2026						
2	Terminal Apron Reconstruction		The existing terminal apron contains Portland cement concrete pavement that is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56-70 in 2014, while the two other parts of the apron received PCIs of 71-85 in 2014; all were constructed in 1955. These scores and the age of the pavement firmly place this apron in need of reconstruction. The FAA issued a categorical exclusion determination for this project on January 24, 2022. The FAA issued a design grant for this project in FY 2022 (AIP 3-35-0037-060-2022). The FAA issued a construction grant for this project in FY 2025 (AIP3-35-0037-0065-2024). Construction is anticipated in FY 2025. This project is crucial to the airport and airlines. Following the completion of a $21 million terminal expansion and renovation project with new gates, this project is essential to continued airline operations at SAF. This apron is where commercial service aircraft will be parked and serviced.	FY 2025							
3	North Aircraft Parking Ramp Reconstruction		The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall north ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron and has an estimated construction cost of $6.0 million. The PFC will be used to reimburse the city's local match. The FAA issued a categorical exclusion determination for this project on February 27, 2024. The FAA issued a design grant for this project in FY 2024 (AIP 3-35-0037-063-2024). Construction is anticipated in FY 2026. The FAA grant is for design only. The NMDOT grant, SAF-25-02, has been issued for both design and construction. The FAA construction grant will not be issued until the time of bidding. For the purposes of this PFC application, only the design costs and the construction costs associated with Phase I of the north ramp reconstruction are being considered. PFC revenues will be used to reimburse the city's local match for the eligible design and Phase I construction costs included in this application. This project is vital to the fixed base operators (FBOs) serving the airlines through services provided, such as fuel, A&P, and other services. This apron is also necessary to park commercial airline aircraft for RON (remain overnight) parking and during other pavement maintenance activities on the primary apron.	FY 2026							
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Submit this worksheet with FAA Form 5500.1
If you have any questions about this worksheet, please contact your local Airports District Office

FORM 5500-1, ATTACHMENT H

Page 3: Fill in all shaded areas

Public Agency: City of Santa Fe
Location: Santa Fe, New Mexico

Prj No.	Project Title	Any Disagree	Describe Disagreement and Source	Public Agency Reason For Proceeding
1	PFC Application/Administration Costs			
2	Terminal Apron Reconstruction			
3	North Aircraft Parking Ramp Reconstruction			
4				
5				
6				
7				
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20				

Submit this worksheet with FAA Form 5500.1
If you have any questions about this worksheet, please contact your local Airports District Office

FORM 5500-1, ATTACHMENT H

Page 4: Fill in shaded area

Public Agency: City of Santa Fe
Location: Santa Fe, New Mexico

Prj No.	Project Title	Project Justification	NEPA Finding	Finding Date	Airspace Finding	Finding Date	Case Number	ALP Finding	Finding Date
1	PFC Application/Administration Costs	The PFC administration costs include the preparation of the PFC Notice of Intent, including airline consultation, preparation of the application package, and coordination with the FAA. The costs also include the administration of the PFC program during the collection period including any subsequent amendments. The PFC will be used to reimburse the City's costs related to the preparation of the PFC Application and administration of the PFC program.	None						
2	Terminal Apron Reconstruction	The existing terminal apron contains Portland cement concrete pavement that is over 50 years old. The central portion of this apron received a Pavement Condition Index (PCI) of 56-70 in 2014, while the two other parts of the apron received PCIs of 71-85 in 2014; all were constructed in 1955. These scores and the age of the pavement firmly place this apron in need of reconstruction. The FAA issued a categorical exclusion determination for this project on January 24, 2022.	Cat-X	1/24/2022					
3	North Aircraft Parking Ramp Reconstruction	The north ramp was originally constructed in 1990 and is in need of total pavement replacement due to cracking and oxidation. This project will pulverize existing pavement, compact existing subbase and base course, and repave the apron. The overall north ramp reconstruction will be completed in three phases to maintain operational continuity. Phase I construction will consist of the southern end of the apron. The FAA issued a categorical exclusion determination for this project on February 27, 2024.	Cat-X	2/27/2024					
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Submit this worksheet with FAA Form 5500.1
If you have any questions about this worksheet, please contact your local Airports District Office

Regular Meeting of the Airport Advisory Board

May 21, 2026 at 4:00 PM

Santa Fe Regional Airport Administrative Building

121 Aviation Drive, Santa Fe MINUTES

1.Call to Order

Meeting was called to order at 4:05 p.m.

2. Roll Call

MEMBERS PRESENT

Jyl DeHaven

John Florez

Randal Limbacher

Rosemary Thompson

Lutz Arnold

Councilor Lee Garcia

Len Rand

3.Approval of Agenda

a. Approval of 5/21/2026 Airport Advisory Board Agenda.

MOTION A motion was made by Rosemary, seconded by Randall, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Minutes

a. Approval of Minutes from 5/14/2026 Airport Advisory Board Meeting.

MOTION A motion was made by Rosemary to Amend minutes to include 599 meeting at Tierra Contenta, seconded by Len Rand, to Approve.

VOTE The motion Passed on a voice vote.

5. Communications From the Public

1. Mario from signature raised concerns regarding the mail not being delivered due to boxes getting fixed by the city. Jimmy expressed the airport is fixing it and Joanie is actively going to the post office to get mail.

6. Presentations

7.Old Business

8. New Business

a. Airport Updates (Jimmy Gunn, Interim Airport Director/Airport Security Manager, jdgunn@santafenm.gov)

b. LAX Flight- Jimmy discussed the airport receiving a $1,000,000 grant. The City entered in a contract with American to start the direct LAX flight. The contract was for $1,800,000 the money for the grant has already run out and will be discontinuing the flight.

C. New Passenger Facility Charge- Jimmy discussed in July we will be charging a three-dollar charge on all commercial flights. This will help with the capital projects outlined in the application as well as for administration duties for reconciliation of the charges. Consent for the board was made.

MOTION by Randall Limbacher, seconded by Len Rand

VOTE The motion was passed on a voice note

Request by Councilor Garcia for roll call

Jyle DeHaven, John Florez, Randal Limbacher, Rosemary Thompson, Lutz Arnold, Councilor Lee Garcia, Len Rand, all present.

9.Matters from Staff

10.Matters from the Committee

1. Rosemary expressed how well of a job interim Jimmy Gunn has been doing at running the airport and requested everyone's support with securing the airport director position. Requested a show of hands (employees and board members) in the room supporting Jimmy Gunn.

11.Matters from the Chair

Councilor Lee Garcia discussed the following topics:

1.Expressed council members don’t get involved in the picking of certain positions. Also expressed that Jimmy has been doing a good job at managing the airport.

12.Next Meeting: June 18th, 2026.

13. Adjourn

Meeting was adjourned at 4:45 p.m.

Paulette Ortiz_____

Liaison

_____

Chair

CITY OF SANTA FE

The Purchasing Memo

Date: May 7, 2026

To: Governing Body and Finance Committee

From: Denise Gabaldon, Contracts Supervisor, Finance R. Denise Gabaldon

Via: Travis Dutton-Leyda, Chief Procurement Officer, Finance
Andrea Phillips, Interim Finance Director
ANDREA PHILLIPS (May 22, 2026 15:05:06 MDT)

Subject: Amendment 4 to Condor- New Age Logistics, LLC Security Guard Contract

Vendor Name: Condor- New Age Logistics, LLC

Munis Vendor Number: 10097

ITEM AND ISSUE:

Finance respectfully requests your review and approval of Amendment No. 4 to contract 3260040 with Condor- New Age Logistics, LLC for Security Guard Services. Amendment No. 4 increases the amount of compensation by $2,200,000 for a total compensation not to exceed $12,100,000 and extends the term for two years for an expiration date of June 30, 2028.

CONTRACT NUMBER:

The Munis contract number is 3260040

BACKGROUND AND SUMMARY:

In accordance with RFP for Citywide, On-Call Security Guard Services (RFP # 22/17/P) issued February 17, 2022, two contracts are now entered with 2 companies: 1. Condor New Age Logistics, LLC, 2. Aarrowhead Security dba Vet-Sec Protection Agency.

The City requires security at many facilities including, but not limited to: City Hall, Water Division, Parks, Libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will correct an incorrect amount listed on the contract, as well as include retro-approval of an omitted price sheet. After amendment 3, the total amount of the contract was listed as $8,800,000 when it should have been $9,900,000. Amendment 4 will extend the term of Condor- New Age Logistics, LLC's agreement from June 30, 2026 to June 30, 2028 and insert a new rate sheet with a 3% increase in guard wages as allowed in the contract. The compensation will also increase by $2,200,000 as security guard needs have increased in the recent past.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 05/19/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This contract was procured through RFP # 22/17/P.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 05/22/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Vehicles included? ☐ **Yes** | ☒ **No**

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

ATTACHMENTS:

Original contract packet (with previous contract amendments)

CITY OF SANTA FE

AMENDMENT No. 4 TO

Contract # 3260040

Original City Clerk Item Number: 22-0301

Citywide, On-Call Security Guard Services RFP 22-17-P

This AMENDMENT No. 4 amends the CITY OF SANTA FE CONTRACT, dated July 5, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with Security Guard Services.

B. Pursuant to the Amendment Article of the original 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:

2. COMPENSATION

Article 3, Amendment 3 had the total contract amount incorrectly listed as Eight-Million, Eight-Hundred Thousand dollars ($8,800,000). Per Amendment 3, Four-Million, Four-hundred Thousand ($4,400,000) was added to Five-Million, Five-Hundred Thousand ($5,500,000) and would have had a contract total of Nine-Million, Nine-Hundred Thousand dollars ($9,900,000). Amendment 4, paragraph A of the Contract is amended to increase the amount of compensation by a total of Two Million, two-hundred thousand dollars ($2,200,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Twelve Million, One-Hundred dollars ($12,100,000), including applicable gross receipts taxes. Payment shall be made for the services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule, as per retro-approved price schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract Item
2. Current Price Item

3. Proposed New Price
4. Percentage of Increase
5. Reason for Increase

3. TERM

Article 5 of the Contract is hereby deleted in its entirety and substituted the following Article 5 in its place:

This Agreement shall not become effective until approved in writing by the City. This Agreement shall being on the date approved by the City, and end on June 29, 2028.

4. 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:	**Finance Admin**	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Purchasing Division 200 Lincoln Avenue Santa Fe, NM 87501 purchasing@santafenm.gov	Condor Security of America Jose Moya 4432 Anaheim Avenue NE, Ste B Albuquerque, NM 87113 jose@condorsecurity.com 800-672-6057

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL J. GARCIA, CITY MAYOR

DATE: _____

CONTRACTOR:

Gregory A.Veiga
Gregory A.Veiga (Apr 17, 2026 09:41:10 PDT)

GREGORY VEIGA, MANAGING PARTNER

DATE: Apr 17, 2026

RONNIE WRIGHT, MANAGING PARTNER

DATE: Apr 17, 2026

NMBTIN: 03-624064-00-8

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos D. Martínez
Marcos D. Martínez (Apr 17, 2026 10:46:06 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 22, 2026 15:05:06 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Amendment 4_Condor TDL Final

Final Audit Report 2026-04-17

Created:	2026-04-06
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnsmiWsM4JmHVhuxjWpUnAtRdQ_4Tp1Tz

"Amendment 4_Condor TDL Final" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-06 - 9:23:33 PM GMT- IP address: 63.232.20.2

Document emailed to Gregory Veiga (gregory@condorsecurity.com) for signature
2026-04-06 - 9:24:15 PM GMT

Email viewed by Gregory Veiga (gregory@condorsecurity.com)
2026-04-07 - 8:11:18 PM GMT- IP address: 104.28.124.104

Signer Gregory Veiga (gregory@condorsecurity.com) entered name at signing as Gregory A.Veiga
2026-04-17 - 4:41:08 PM GMT- IP address: 12.111.150.148

Document e-signed by Gregory A.Veiga (gregory@condorsecurity.com)
Signature Date: 2026-04-17 - 4:41:10 PM GMT - Time Source: server- IP address: 12.111.150.148

Document emailed to Ronnie Wright (rwright@new-age-inc.com) for signature
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Signature Date: 2026-04-17 - 4:45:30 PM GMT - Time Source: server- IP address: 174.206.32.242

Document emailed to Marcos Martínez (mdmartinez@santafenm.gov) for signature
2026-04-17 - 4:45:33 PM GMT

Email viewed by Marcos Martínez (mdmartinez@santafenm.gov)
2026-04-17 - 4:45:44 PM GMT- IP address: 63.232.20.2

Signer Marcos Martínez (mdmartinez@santafenm.gov) entered name at signing as Marcos D. Martínez
2026-04-17 - 4:46:04 PM GMT- IP address: 63.232.20.2

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Document e-signed by Marcos D. Martínez (mdmartinez@santafenm.gov)

Signature Date: 2026-04-17 - 4:46:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-04-17 - 4:46:06 PM GMT

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CITY OF SANTA FE
Exhibit B- Unit Rate
Schedule JULY 2025 to JUNE 30, 2026

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC (CNAL), a Professional Services Company, is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2025 through 30 June 2026. The rates with the incorporated increase requested are reflected in the table below section "New Hourly Rate".

CNAL, respectfully requests a 3% adjustment to our current contract rate, driven by several economic and operational factors impacting our service delivery. This request reflects the rising cost of living and municipal minimum wage increases within New Mexico—specifically in cities such as Santa Fe, which have implemented wage hikes for 2024–2025. Additionally, recent state legislation mandates annual minimum wage adjustments beginning in January 2026, contributing to increased labor costs. Inflation has significantly elevated the cost of goods and services essential to our operations, including uniforms, vehicles, communications equipment, and related technologies. Vehicle maintenance expenses have also climbed. Additionally, compliance with new training, reporting, and background check requirements has increased regulatory costs. CNAL continues to invest in upgraded equipment and technology to meet City of Santa Fe's expectations and industry standards. The new rates will allow CNAL to better serve the state of City of Santa Fe's needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well to ensure successful results in meeting the City of Santa Fe's expectations.

Line items to justify this requested adjustment:

- Item #1-8: Contractor Licensing – Increased regulatory costs associated with maintaining required state and local licenses.
- Item #1-8: Personnel Licensing – Rising fees related to security personnel credentialing.
- Item #1-8:Training – Ongoing compliance with mandated training standards and continuing education requirements.
- Item #9-10: Contractor Vehicle – Increased expenses for vehicle acquisition, maintenance, and operation.
- Item #1-8: Standards of Appearance – Higher costs for professional uniforms and equipment to maintain compliance with appearance standards.

We truly appreciate your continued trust and support. If you have any questions or would like to discuss this further, please feel free to reach out.

Item	Current Hourly Rate	New Hourly Rate	Precentage Increase
Level 1 Guard	$24.52	$25.25	3%
Level 2 Guard	$26.08	$26.86	3%
Level 3 Guard	$31.77	$32.72	3%
Supervisor	$33.31	$34.30	3%
Level 3 Supervisor	$37.31	$38.42	3%
Account Manager	$35.62	$36.68	3%
Level 3 Account Manager	$39.89	$41.08	3%
Budget Analyst-assist in Purchase Order Budgeting	$48.36	$49.81	3%
Sedan	$7.78	$8.01	3%
SUV	$8.95	$9.21	3%
Fuel Charges	Fuel Invoiced	Fuel Invoiced	No Change
Level 1 Guard OT/ Holiday	$36.79	$37.89	3%
Level 2 Guard OT/ Holiday	$39.12	$40.29	3%
Level 3 Guard OT/ Holiday	$47.65	$49.07	3%
Supervisor OT/ Holiday	$49.97	$51.46	3%
Level 3 Supervisor OT/ Holiday	$55.96	$57.63	3%
Account Manager OT/ Holiday	$53.43	$55.03	3%
Level 3 Account Manager OT/ Holiday	$59.83	$61.62	3%
Budget Analyst OT/ Holiday	$72.53	$74.70	3%

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Elizabeth Durham PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: elizabeth.durham@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hamilton Select Insurance, Inc — 17178
INSURED Condor New Age Logistics, LLC 1020 Merrill St Suite 2010 Salinas, CA 93901-4495	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GCS00222596	12/21/2025	12/21/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ERRORS AND OMIS	$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe, New Mexico
Memorandum

DATE: **May 2, 2024**

TO: **Public Works and Utilities Committee/Finance Committee/Governing Body**

VIA: **Regina Wheeler, Public Works Director** Regina Wheeler (May 2, 2024 16:10 MDT)
Sam Burnett, Facilities Division Director J Samuel Burnett (May 2, 2024 15:56 MDT)

FROM: **Joshua Bohlman, Facilities Project Administrator** Joshua Bohlman

---

ACTION:
Request the Approval of Amendment #3 to Services Contract Item # 23-0602 with Condor New Age-Logistics LLC to Increase the Not to Exceed Amount by $2,200,00 for a New Total of $8,800,000 Including NMGRT, and to Extend the Term to June 30, 2026. (Joshua Bohlman, Facilities Project Administrator, jbohlman@santafenm.gov).

BACKGROUND AND SUMMARY:
In accordance with Request for Proposals for City-Wide, On-Call Security Guard Services (RFP #22/17/P) issued February 17, 2022, three contracts are now entered with three companies 1. Condor New Age-Logistics LLC, 2. Servexo Protective Services, 3. Vet-Sec Protection Agency.

The City requires security at a large number of Facilities including but limited to: Water Division, parks, libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will increase the Not to Exceed Amount by $2,200,000, bringing the contract total to $8,800,000, extend the term of Condor New Age Logistics LLC agreement from 6/30/2024 to 6/30/2026, and insert the new rate sheet with a 3% increase in guard wages as allowed in the contract. The On-Call contract is not a guarantee of payment to the vendor. Task Orders will be generated as needs and funding are available.

PROCUREMENT METHOD:
Request for Proposal # 22-17-P.

CONTRACT NUMBER:
Munis Contract #3203369

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

ATTACHMENTS:
Condor New Age-Logistics LLC Amendment #1
Condor New Age-Logistics LLC Contract
Condor New Age-Logistics LLC Procurement Documents (RFP)
Condor New Age-Logistics LLC Certificate of Insurance
Condor New Age-Logistics LLC Business License
Condor New Age-Logistics LLC Summary of Contracts

Condor New Age-Logistics LLC Procurement Checklist

Item# 24-0344
Munis Contract#3203366
Original Contract Item#23-0602
RFP #: 22/17/P

CITY OF SANTA FE
AMENDMENT No. 3 TO
Services Contract
ITEM#23-0602

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE Services CONTRACT, dated July 5, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC. (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 On-Call City-Wide Security Services for the City of Santa Fe.

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. AMENDMENT OF EXHIBIT B

Exhibit B is replaced with the Amended Unit Rate Scheduled (Exhibit B) attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the compensation by four million four hundred dollars ($4,400,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight million eight hundred thousand dollars ($8,800,000.00), including applicable gross receipts taxes. Payment shall be

made for services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule, as amended.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for prices increases must include all information listed below:

1. Contract Item
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Reason for Increase

3. TERM:

Article 5 of the Contract is hereby deleted in its entirety and substitute the following Article 5 in its place:

5. 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, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (10) years from the original commencement date in accordance with NMSA 1978, §§ 13-1-150(A).

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 (May 30, 2024 14:13 MDT)

ALAN WEBBER, CITY MAYOR

CONTRACTOR:
Condor- New Age Logistics, LLC

GREGORY VEIGA, MANAGING PARTNER

RONNIE WRIGHT, MANAGING PARTNER

DATE: May 30, 2024

DATE: 05/01/2024

CRS# 03583676008

Registration # 232935

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/2024 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 2, 2024 10:22 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

AMENDED
EXHIBIT B

CITY OF SANTA FE
Exhibit B- Unit Rate Schedule
JULY 2024 to JUNE 30, 2025

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC (CNAL), a Professional Services Company, is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2024 through 30 June 2025. The rates with the incorporated increase requested are reflected in the table below section "New Hourly Rate". The new rates will allow CNAL to better serve the City of Santa Fe's (CSF) needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well as continuing to improve the professional security services and developing new features to ensure successful results in meeting the City of Santa Fe's expectations. Factors that had to be considered when formulating our bill rates for 2024-2025 include the following:
National staffing crisis: A shortage of qualified applicants across all industries.

- Increase in national crime rates: An increase in supply and demand during the national staffing crisis
- 2024 - 2025 Consumer Price Index: Increase for 2024 2.8% & 1.8% in 2025.
- 2024 Social Security Administration COLA: 3.2% (for 2024)
- The job market, to maintain continuity and attract a highly trained and qualified staff

JUSTIFICATION FOR NEW ROLES

The Budget Analyst role is proposed for CSF consideration. The new role is justified due the need and potential new sites that will result from streamlining efforts of delivering successful results. In order to mitigate risk, we are proposing an added position.

INVOICE PROCESS

Invoices will be mailed/emailed or delivered, twice a month, to such office as directed by CSF.
Payment will be due Net 15 - the full payment is due 15 days after the invoice date. Accelerated payments are requested to assist small business in avoiding cash flow impairments.

ITEM	Current Hourly Rate	New Hourly Rate	Percentage Increase
Level 1 Guard	$23.81	$24.52	3%
Level 2 Guard	$25.32	$26.08	3%
Level 3 Guard	$30.84	$31.77	3%
Supervisor	$32.34	$33.31	3%
Level 3 Supervisor	$36.22	$37.31	3%
Account Manager	$34.58	$35.62	3%
Level 3 Account Manager	$38.73	$39.89	3%
Budget Analyst-assist in Purchase Order Budgeting	$46.95	$48.36	3%
Sedan	$7.78-no change	$7.78-no change	No change
SUV	$8.95-no change	$8.95-no change	No change
Fuel Charge	Fuel Invoiced	Fuel Invoiced	No change
Level 1 Guard Overtime/Holiday	$35.72	$36.79	3%
Level 2 Guard Overtime/Holiday	$37.98	$39.12	3%
Level 3 Guard Overtime/Holiday	$46.26	$47.65	3%
Supervisor Overtime/Holiday	$48.51	$49.97	3%
Level 3 Supervisor Overtime/Holiday	$54.33	$55.96	3%
Account Manager Overtime/Holiday	$51.87	$53.43	3%
Level 3 Account Manager Overtime/Holiday	$58.09	$59.83	3%
Budget Analyst Overtime/Holiday		$72.53	3%

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203366 Procurement # (RFP/ITB# If any):

Contractor: Condor- New Age Logistics, LLC

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ *Exempt* ☐ *SWPA/Existing* ☐

Description/Title: City-Wide Security Services

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: 07/01/2022 Term End Date: 06/30/2024 Total Contract Amount: $4,400,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: 3203366

1.b Amendment #: 2 to the Original Contract/Lease # 3203366

Increase/(Decrease) Amount $: 4,400,000

Extend Expiration Date to: June 30, 2026

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: Increasing the Not to Exceed Amount and Extending the Term

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

Original contract approved 7/5/2022 for $4,400,000 with an expiration date of 6/30/2023.
Amendment #1 approved 6/18/2023 to update the Security Guard Rate Schedule and Extend the Expiration Date to 6/30/2024.
Amendment #2 approved 10/13/2023 to Increase the Not to Exceed Amount by $1,100,000, bringing the new total to $5,500,000.00.

3. Procurement History: RFP 22/17/P

Purchasing Officer Review: Date: May 3, 2024

Comment & Exceptions:

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

Andy Hopkins
Budget Officer Approval: Date: May 3, 2024

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Josh Bohlman Phone #: 505-955-5932

To be recorded by City Clerk: Email: jbohlman@santafenm.gov

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Condor- New Age Logistics, LLC

Procurement/contract Title: City-Wide Security Services

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Works/Facilities Div Staff Name: Joshua Bohlman

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☒	☐	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☐	☒	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Joshua Bohlman Joshua Bohlman — Project Administrator — _____
Department Point of Contact — Title — Date

Regina Wheeler Regina Wheeler (May 3, 2024 15:10 MDT)
Department Director — Date

_____ May 3, 2024
Chief Procurement Officer — Date

N/A _____ _____ _____
ITT Representative — Title — Date

CoSF Version 3 12.1.2023

Item# 23-0602
Munis Contract# 3203366

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICES AGREEMENT
ITEM#23-0430

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated June 29, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC (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 On-Call City-Wide Security Services for the City of Santa Fe.

B. Pursuant to Article 8 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a sum not to exceed one million one hundred thousand dollars per year ($1,100,000.00) including gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor for services satisfactorily performed, a sum not to exceed five million and five hundred thousand dollars ($5,500,000) including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B – Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

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: Oct 13, 2023

CONTRACTOR:
Condor-New Age Logistics, LLC

GREGORY VEIGA & RONNIE WRIGHT
MANAGING PARTNERS

DATE: 08/30/2023

CRS# 03583676008
Registration# 232935

ATTEST:

Geralyn Cardenas (Oct 13, 2023 08:38 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/11/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 28, 2023 14:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Oct 13, 2023 08:34 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various/Various
Org. Name/Org #

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#22-0301

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated June 29, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Condor- New Age Logistics, LLC (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 On-Call City-Wide Security Services for the City of Santa Fe .

B. Pursuant to Article 8 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

Article 2, paragraph A of the Agreement is amended to add an updated Exhibit B which includes a 3% security guard rate increase, so that Article 2, paragraph A reads as follows:

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and replace Contractor's Unit Rate Schedule Exhibit B with the amended Exhibit B.

2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amounts included in the Unit Rate Schedule by a total of 3% so that Article 3 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B- Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2024. 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.

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. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR

DATE: Jun 18, 2023

CONTRACTOR: Condor- New Age Logistics, LLC

Gregory A. Veiga
Gregory A. Veiga (May 22, 2023 13:42 PDT)

GREGORY A VEIGA & RON WRIGHT
MANAGING PARTNERS

DATE: 05/22/2023 5/22/2023

CRS# 03583676008
Registration# 232935

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/14/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 19, 2023 13:33 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 16, 2023 22:47 MDT)
EMILY OSTER, FINANCE DIRECTOR

Various/Various
Org. Name/Org #

CITY OF SANTA FE
EXHIBIT B - Unit Rate Schedule
JULY 2023 to JUNE 30, 2024

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC. (CNAL), a Professional Services Company is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2023 through 30 June 2024. The rates with the incorporated increase requested is reflected in the table below section "New Total". The new rates will allow CNAL to better serve the City of Santa Fe's (CSF) needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well as continuing to improve the professional security services and developing new features to ensure successful results in meeting CSF's expectations.

JUSTIFICATION FOR NEW ROLES The Level 3 Supervisor, Level 3 Account Manager and Budget Analyst new roles are proposed for CSF consideration. These new roles are justified due to the need and potential new sites that will result from streamlining efforts of delivering successful results. In order to mitigate risk we are proposing the added positions of supervisor and account manager to be firearm certified. This will enable the supervisory staff to respond to any giving situation to reduce potential risk to City employees, patrons and property.

INVOICE PROCESS Invoices will be mailed/emailed or delivered, twice a month, to such office as CSF directs. Payment will be due Net 15 - the full payment is due 15 days after invoice date. Accelerated payments are requested to assist small business in avoiding cash flow impairments.

ITEM	UNIT PRICE	NEW TOTAL	PERCENTAGE INCREASE
Level 1 Guard	Hour	$23.81	3%
Level 2 Guard	Hour	$25.32	3%
Level 3 Guard	Hour	$30.84	3%
Supervisor	Hour	$32.34	3%
Level 3 Supervisor	Hour	$36.22	
Account Manager	Hour	$34.58	3%
Level 3 Account Manager	Hour	$38.73	
Budget Analyst-assist in Purchase Order Budgeting	Hour	$46.95	
Sedan	Hour	$7.78-no change	
SUV	Hour	$8.95-no change	
Fuel Charge	City Provides Fuel	City Provides Fuel	
Level 1 Guard Overtime/Holiday	Hour	$35.72	3%
Level 2 Guard Overtime/Holiday	Hour	$37.98	3%
Level 3 Guard Overtime/Holiday	Hour	$46.26	3%
Supervisor Overtime/Holiday	Hour	$48.51	3%
Level 3 Supervisor Overtime/Holiday	Hour	$54.33	
Account Manager Overtime/Holiday	Hour	$51.87	3%
Level 3 Account Manager Overtime/Holiday	Hour	$58.09	
Budget Analyst Overtime/Holiday	Hour	$70.42	

5. Amendment 1 Condor CityWide 2023 05 19 CAO U

Final Audit Report 2023-05-22

Created:	2023-05-22
By:	Jose Moya (jose@condorsecurity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-A8ssQcbxaHafPBZJhrc6ymL7WnH-dwK

"5. Amendment 1 Condor CityWide 2023 05 19 CAO U" History

Document created by Jose Moya (jose@condorsecurity.com)
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Document emailed to gregory@condorsecurity.com for signature
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Signer gregory@condorsecurity.com entered name at signing as Gregory A. Veiga
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Document e-signed by Ronnie Wright (rwright@new-age-inc.com)
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Agreement completed.
2023-05-22 - 10:06:04 PM GMT

Item# **22-0301**
Munis Contract# 3203366

City of Santa Fe Contract
On-Call City-Wide Security Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Condor Security of America** 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 **Condor Security of America**. "We," "us" or "our" refers to theCity and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and Contractor's Unit Rate Schedule (Exhibit B) and as stipulated herein. Security Services includes but is not limited to the locations listed in Exhibit A.

B. All work shall be carried out by means of an approved Task Order utilizing the attached Task Order format (Exhibit C) together with the associated Contractor's price proposal and an approved Purchase Order issued to the Contractor.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost

increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

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, 2023. 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 through152.

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, § 38-3-1 (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.

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**

Prior to the commencement of services, and during the entire term of this Agreement, Contractor shall procure and maintainthe following insurance coverage(s), naming the City as additional insured as set forth herein below.

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 thc aggrcgatc for claims against bodily injury, pcrsonal and advcrtising injury, andproperty 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. The policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by written contract or agreement. **Business Automobile Liability** insurance for all owned, non-owned, and hired automobiles,with a combined single limit not less than $1,000,000 per accident. Said policy shall include the City of Santa Fe, their officials, officers, employees, and agents as additional insureds. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by a written contract or agreement.

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. Professional Liability (errors and omissions) insurance with limits not less than $1,000,000 per claim and $2,000,000 in the aggregate.

D. Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation insurance in accordance with the laws of the State of New Mexico with statutory limits, and Employer's Liability insurance with limits not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation for the benefit of the City of Santa Fe their officials, officers, employees, and agents.

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

F. Additional Insurance Requirements.

1. **Verification of Insurance.** Contractor shall furnish the City with Certificates of Insurance and applicable endorsements affecting coverage required by this Agreement on forms satisfactory to the City. All Certificates and endorsements must be received by the City before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required herein shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

2. **Primary and Noncontributory**. The insurance required to be maintained by Contractor hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

3. **Umbrella or Excess Insurance.** Any umbrella or excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

4. **Severability of Interest.** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

5. **Claims-Made Coverage.** Except for Commercial General Liability insurance which shall be written on an occurrence form, any coverage maintained on a claims-made basis shall comply with the following:

   - The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services contemplated herein;
   - Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services;
   - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the date of this Agreement, Contractor must purchase an extended reporting period for a minimum period of three (3) years after completion of the contract services.

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 orpayment, 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:
Manuel Sanchez, Business Operations Manager
Community Health and Safety Department
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
505-955-6568
mnsanchez@santafenm.gov

To the Contractor:
Jose Moya, VP Government Affairs
Condor Security of America
4432 Anaheim Avenue NE, STE B
Albuquerque, NM 87113
800-672-6057
jose@condorsecurity.com

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

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, CITY MAYOR

DATE: Jul 5, 2022

CONTRACTOR:

GREGORY A. VEIGA,
PRESIDENT/CEO

DATE: 25 MAY 2022
CRS# 03583676008
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 20, 2022 13:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 5, 2022 12:55 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

VARIOUS
Org.Name/Org.#

Exhibit A – Scope of Services

I. Minimum Qualifications/Requirements

1) The Contractor shall have at least three (3) years of consecutive experience in the professional security services industry under the current company name, and shall have experience in governmental/public facilities.

2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.

4) The Contractor shall ensure all security personnel assigned shall be in compliance with the Level I, Level II and Level Ill security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

5) The Contractor shall provide the City of Santa Fe with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).

6) The Contractor shall maintain a current license throughout the term of this agreement, and shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days' notice from the State, County, or City licensing boards.

7) In accordance with the provisions of Section 33 ("Insurance") of this Agreement, the Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury, personal injury, and property damage liability, automobile liability, professional liability, and workers' compensation and employer's liability insurance with the required coverage and limits, in a form and with an insurance company or companies acceptableto the City. ,. Where required, The commercial general liability policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Where required, applicable insurance policies shall provide that the City, its officials, officers, employees, and agents are named as an additional insured by way of a designated or blanket endorsement, and that the City is notified no less than 30 days written notice in advance of cancellation or nonrenewal for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance evidencing the coverage and limits required in this Agreement as a condition prior to performing series under this Agreement.

Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

8) All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.

9) The City of Santa Fe reserves the right to alter the days and/or hours of the Contractor. The City of Santa Fe also has the discretion to change the security personnel duties and schedules if the City determines it is in tile best interest to do so.

10) The Contractor shall provide the City of Santa Fe detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractors successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by the City of Santa Fe, Contractor shall provide invoices on a bi-weekly basis, City of Santa Fe will provide payment on a monthly basis.

11) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.

12) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City of Santa Fe.

13) Weapons (as required):

a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security personnel (Level Ill security personnel) at the City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Individuals at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.

14) Special Provisions:

a) Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or the City of Santa Fe, or designated representative at locations where security personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an

imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City of Santa Fe. Once the incident has been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City of Santa Fe deems appropriate. Temporary removal of security personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

b) Permanent Removal of Guard Personnel. The City of Santa Fe reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or City of Santa Fe standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City of Santa Fe instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.

c) The City has the right to approve/disapprove any security personnel. Contractor shall immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.

15) Personnel Records: These records shall be available for inspection by the City of Santa Fe to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

16) Security personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8-hour period prior to a scheduled shift is strictly prohibited.

17) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.

18) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City of Santa Fe (such as, but not limited to, communication equipment; fire equipment; safety equipment; locks; keys; access control systems; etc.) damaged or lost through abuse or

neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

19) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

II. Facility Profiles includes but is not limited to the following locations:

I. **Genoveva Chavez Community Center**
   A. Unarmed Guard – Level 1
      1. Monday – Thursday: 2:30pm – 10:30pm
      2. Friday and Saturday: 12:00pm – 8:30pm
      3. Sunday: 10:00am – 6:30pm

II. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

III. **South Side Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

IV. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

V. **Midtown Santa Fe**
   A. Unarmed Mobile Guard – Level 2
      1. 7-Days per Week: 24-Hours per Day
   B. Armed Guard – Level 3
      1. 7-Days per Week: 4:00pm – 8:00am

VI. **Parking Mobile Patrol**

A. Unarmed Mobile Guard – Level 1

1. 7-Days per Week: 9:30pm – 1:30am

VII. **Municipal Court**

A. Armed Guard – Level 3

1. Monday – Friday: 7:30am – 5:00pm

VIII. **Santa Fe Regional Airport**

A. Unarmed Guard – Level 1

1. 7-Days per Week: 7:00pm – 12:00am

B. Armed Guard – Level 3

1. 7-Days per Week: 4:30am – 7:00pm

IX. **Santa Fe Trails**

A. Unarmed Guard – Level 1

1. Monday – Friday: 5:30 am – 9:30am

X. **Santa Fe Railyard**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 4:00pm – 12:00am

XI. **Santa Fe Plaza**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 24-Hours per Day

III. Services

1. Contractor shall provide unarmed and armed security services, as specified by each location, in and around City of Santa Fe facilities. Contract security personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:
   a. Entry and egress access control;
   b. Roving patrols of interior and exterior building areas, including parking facilities as applicable;
   c. Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
   d. Provide initial response to security incidents;
   e. Assist with fire drills/evacuation drills;
   f. Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
   g. Visitor and building employee identification verification;

h. Incident and daily operating reports;
i. Monitoring and responding to building intrusion detection systems;
j. Monitoring alarms and fire detection equipment;
k. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
l. Other specific tasks as required, as specified in post orders or by site-location manager.

2. Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City of Santa Fe and Contractor. A GPS-based monitoring system is strongly preferred. Security personnel shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.

3. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:
   a. Cover City of Santa Fe Security Management responsibilities as needed.
   b. Provide on call services 24rl for City of Santa Fe; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.
   c. Coordinate the security coverage for all City of Santa Fe security requests.
   d. Develop a training program and coordinate all training requirements for security personnel assigned to this account-and update the program on a regular basis.
   e. The Account Manager must be able to effectively deal with a variety of personality types in public situations.
   f. Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
   g. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
   h. Review all safety issues and security documentation prepared and/or provided by security personnel.
   i. Know how to perform every position and provide training for these positions to subordinates.
   j. Perform other duties as assigned.

4. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be

prepared in cooperation with the City of Santa Fe prior to the commencement of the contract. Final Post Orders shall be provided to the City of Santa Fe for review and approval 30 calendar days after first date of service. All security personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City of Santa Fe's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and City of Santa Fe annually.

5. Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, etc. on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than two weeks' notice in the event of an emergency or special event not regularly scheduled.

IV. Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security personnel assigned to the City of Santa Fe.

2. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq-NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.

3. Design a specific course of training for each position based on written post orders.

4. Provide training that includes the following:

   a. Safety
   b. Building/facility familiarization including a detailed tour of all sites, functions, and facilities
   c. Knowledge of a security personnel's limit of authority
   d. Knowledge of job duties
   e. Access control
   f. Public relations
   g. Patrol techniques
   h. Responding to bomb threat situations
   i. Fire prevention and control and the use of fire extinguishers
   j. Communication training including verbal judo
   k. Employee rights, responsibilities, and expectations

l. Workplace violence and conflict resolution
m. Reporting procedures for incidents, personal injury, and property damage
n. Dealing effectively with the homeless and mentally ill
o. Exclusion policies
p. Lost and found procedures
q. CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City of Santa Fe) within four (4) months of hire
r. ADA training
s. Radio procedures and protocols
t. Grooming and uniform appearance
u. Defense tactics, handcuff procedures
a. De-escalation training

5. Contractor is "encouraged" (but not required) to provide training that includes the following:

a. Crowd psychology, control, and management;
b. Limited force ejection techniques;
c. Drug and alcohol awareness training.

6. Any security personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:

a. Security Identification Display Area (SIDA)/Secured Area Badge Application;
b. Complete and pass a Criminal History Records Check and Security Threat Assessment;
c. Complete online and in-person SIDA/Secured Area Training;
d. Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.

7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.

8. Whenever a new security personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security personnel.

V. Uniforms and Equipment

1. All security personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-278-22(0) NMSA 1978.
2. All security personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with

NMSA 1978 61-278-1 through 61-278-36, section 16.48.3.12.

3. Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security personnel is on official duty or in transit between their residence and post location.
4. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
5. Equipment to be utilized by security personnel shall be provided by the contractor, unless agreed to by the City.

CITY OF SANTA FE
EXHIBIT B - Unit Rate Schedule
JULY 2023 to JUNE 30, 2024

JUSTIFICATION FOR RATE INCREASE

Condor-New Age Logistics, LLC. (CNAL), a Professional Services Company is proposing a rate increase from our current rates. We are requesting this increase for the upcoming fiscal year of 1 July 2023 through 30 June 2024. The rates with the incorporated increase requested is reflected in the table below section "New Total". The new rates will allow CNAL to better serve the City of Santa Fe's (CSF) needs and goals while enhancing our ability to attract and retain qualified experienced personnel as well as continuing to improve the professional security services and developing new features to ensure successful results in meeting CSF's expectations.

JUSTIFICATION FOR NEW ROLES The Level 3 Supervisor, Level 3 Account Manager and Budget Analyst new roles are proposed for CSF consideration. These new roles are justified due to the need and potential new sites that will result from streamlining efforts of delivering successful results. In order to mitigate risk we are proposing the added positions of supervisor and account manager to be firearm certified. This will enable the supervisory staff to respond to any giving situation to reduce potential risk to City employees, patrons and property.

INVOICE PROCESS Invoices will be mailed/emailed or delivered, twice a month, to such office as CSF directs. Payment will be due Net 15 - the full payment is due 15 days after invoice date. Accelerated payments are requested to assist small business in avoiding cash flow impairments.

ITEM	UNIT PRICE	NEW TOTAL	PERCENTAGE INCREASE
Level 1 Guard	Hour	$23.81	3%
Level 2 Guard	Hour	$25.32	3%
Level 3 Guard	Hour	$30.84	3%
Supervisor	Hour	$32.34	3%
Level 3 Supervisor	Hour	$36.22	
Account Manager	Hour	$34.58	3%
Level 3 Account Manager	Hour	$38.73	
Budget Analyst-assist in Purchase Order Budgeting	Hour	$46.95	
Sedan	Hour	$7.78-no change	
SUV	Hour	$8.95-no change	
Fuel Charge	City Provides Fuel	City Provides Fuel	
Level 1 Guard Overtime/Holiday	Hour	$35.72	3%
Level 2 Guard Overtime/Holiday	Hour	$37.98	3%
Level 3 Guard Overtime/Holiday	Hour	$46.26	3%
Supervisor Overtime/Holiday	Hour	$48.51	3%
Level 3 Supervisor Overtime/Holiday	Hour	$54.33	
Account Manager Overtime/Holiday	Hour	$51.87	3%
Level 3 Account Manager Overtime/Holiday	Hour	$58.09	
Budget Analyst Overtime/Holiday	Hour	$70.42	

Exhibit C – Task Order Template

CITY OF SANTA FE

TASK ORDER # TBD

RFP 22/17/P, ON-CALL CITY-WIDE SECURITY SERVICES

STATEMENT OF WORK

1. **PURPOSE**
(Indicate project title and very brief service description.)

A. **2. BACKGROUND**
(Provide background for the Task Order.)

3. PROJECT SCOPE NARRATIVE
(Provide scope of work for Task Order in general terms)
Scope Statement
"The scope of this task order is for the Design Professional to provide…"

4. APPROVAL SIGNATURES

CONTRACTOR:

_____
TBD NAME & TITLE

_____
DATE

CITY SITE / ACCOUNT MANAGER:

_____
TBD NAME & TITLE

_____
DATE

_____
ORG/OBJECT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CONDOR SECURITY OF AMERICA, INC.
DBA: CONDOR SECURITY OF AMERICA, INC.

Business Location: 1020 MERRILL ST STE. 2010
SALINAS, CA 93905

CRS Number: 03583676008

Owner: CONDOR SECURITY OF AMERICA, INCL.

License Number: 232935

License Type: Business License - Renewable

Issued Date: June 14, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: June 14, 2024

Fees Paid: $10.00

CONDOR SECURITY OF AMERICA, INC.
1020 MERRILL ST STE. 2010
SALINAS, CA 93905

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2024

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 License # 0757776
HUB International Insurance Services Inc.
548 W Cromwell Avenue
Suite 101
Fresno, CA 93711

CONTACT NAME: Lisa Glynn
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: lisa.glynn@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Summit Specialty Insurance Company	16889
INSURER B : Security National Insurance Company (Am Trust)	19879
INSURER C : Southern Insurance Company	19216
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Condor Security of America Inc.
1522 Constitution Blvd. #112
Salinas, CA 93905

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			SCGL005000005802	1/13/2024	1/13/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			SPP181188301	1/13/2024	1/13/2025	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	2,000,000
	EXCESS LIAB CLAIMS-MADE			SXCS005000010202	1/13/2024	1/13/2025	AGGREGATE	$	2,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		OWC1010169	1/13/2024	1/13/2025	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Finance_Amendment_4_Condor Full Packet

Final Audit Report 2026-05-07

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CITY OF SANTA FE

The Purchasing Memo

Date: March 31, 2026

To: Governing Body and Finance Committee

From: Denise Gabaldon, Contracts Supervisor, Finance R. Denise Gabaldon

Via: Travis Dutton-Leyda, Chief Procurement Officer

Subject: Amendment 3 to Aarrowhead Dba Vet-Sec Protection Agency Security Guard Contract

Vendor Name: Aarrowhead Security

Munis Vendor Number: 9485

ITEM AND ISSUE:

Finance respectfully requests your review and approval of Amendment No. 3 to contract 3203369 with Aarrowhead Security dba Vet-Sec Protection Agency for Security Guard Services. Amendment No. 3 increases the amount of compensation by $2,200,000 for a total compensation not to exceed of $8,800,000 and extends the term for two years for an expiration date of June 30, 2028.

CONTRACT NUMBER:

The Munis contract number is 3203369

BACKGROUND AND SUMMARY:

In accordance with RFP for Citywide, On-Call Security Guard Services (RFP # 22/17/P) issued February 17, 2022, two contracts are now entered with 2 companies: 1. Condor New Age Logistics, LLC, 2. Aarrowhead Security dba Vet-Sec Protection Agency.

The City requires security at many facilities including, but not limited to: City Hall, Water Division, Parks, Libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will extend the term of Aarrowhead Security dba Vet-Sec Protection Agency agreement from June 30, 2026 to June 30, 2028 and insert a new rate sheet with a 3% increase in guard wages as allowed in the contract. The compensation will also increase by $2,200,000 as security guard needs have increased in the recent past.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE: This contract is set up as a Citywide, meaning all city departments can connect POs to it as they need the services.

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/07/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This contract was procured through RFP # 22/17/P.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 04/21/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Vehicles included? ☐ Yes | ☒ No

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Is this an externally funded purchase? ☐ Yes | ☒ No

Is this a Capital Asset or Project? ☐ Yes | ☒ No

ATTACHMENTS:
Original contract packet (with previous contract amendments)

CITY OF SANTA FE

AMENDMENT No. 3 TO

Contract # 3203369

Original City Clerk Item Number: 22-0303

Citywide, On-Call Security Services RFP 22-17-P

This AMENDMENT No. 3 amends the CITY OF SANTA FE CONTRACT, dated July 3, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Aarrowhead Security dba Vet-Sec Protection Agency. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

1. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with Security Guard Services.

B. Pursuant to the Amendment Article of the original 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:

Updated sections below to modify or replace the corresponding sections listed in the contract.

2. COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Two Million, two-hundred thousand dollars ($2,200,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Eight-million, eight-hundred thousand dollars ($8,800,000), including applicable gross receipts taxes. Payment shall be made for the services actually rendered at a rate identified in Exhibit B- Unit Rate Schedule, as per retro-approved price schedule.

In the event of a product cost increase an escalation request will be reviewed by the City six weeks before the end of the fiscal year, June 30th. . The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract Item
2. Current Price Item
3. Proposed New Price
4. Percentage of Increase

5. Reason for Increase

3. TERM

The original Contract became effective on July 3, 2022. This Amendment shall not become effective unless and until approved in writing by all authorized parties. The Contract, as amended, shall terminate on June 30, 2028).

4. 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:	**Finance Admin**	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Purchasing Division 200 Lincoln Avenue Santa Fe, NM 87501 purchasing@santafenm.gov	Aarrowhead Security dba Vet-Sec Protection Agency Chris Silva 6301 Indian School Rd NE, Suite 215 Albuquerque, NM csilva@vetsec.com 505-373-1995

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL J. GARCIA, CITY MAYOR

DATE:_____

CONTRACTOR:

_____

CHRIS SILVA, NM DISTRICT BRANCH MANAGER

DATE: Mar 10, 2026

NMBTIN: 03-293-809008

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez

Marcos Martínez (Mar 10, 2026 14:26:15 MDT)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 21, 2026 16:50:26 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit B

APPENDIX D
COST **RESPONSE** FORM

Item	Unit **Price**	Total
Level 1 Guard	Hour	$26.27
Level 2 Guard	Hour	$29.71
Level 3 Guard	Hour	$35.26
Supervisor	Hour	$37.67
Account Manager	Hour	$39.12
Sedan	Hour	$2.62
SUV	Hour	$4.67
Level 1 Guard Ove1time / Holidav	Hour	$39.40
Level 2 Guard Overtime / Holiday	Hour	$44.56
Level 3 Guard Overtime / Holiday	Hour	$52.89
Supervisor Overtime/ Holiday	Hour	$56.51
Account Manager Overtime/ Holidav	Hour	$58.68

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$.....

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

Amendment 3_Aarrowhead DBA VetSec

Final Audit Report 2026-03-10

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"Amendment 3_Aarrowhead DBA VetSec" History

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2026

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
Crest Insurance Group, LLC
100 S Mill Avenue, Ste 930
Tempe AZ 85281

License#: 967026
AARRSEC-02

CONTACT NAME: Jill Boller
PHONE (A/C, No, Ext): 480-689-5278 **FAX (A/C, No):** 480-839-2272
E-MAIL ADDRESS: jboller@crestins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Redwood Fire & Casualty	11673
INSURER B : Navigators Insurance Co.	42307
INSURER C : Berkley Regional Insurance Company	29580
INSURER D : Golden Bear Insurance Co.	39861
INSURER E : Trisura Specialty Insurance Company	16188
INSURER F :	

INSURED
Aarrowhead Security Inc
VetSec Protection Agency
7206 N 55th Ave
Glendale AZ 85301-1975

COVERAGES **CERTIFICATE NUMBER:** 995555326 **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	
E	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Prof Liab $1M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	LBCU-0000028-00	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	GA23BAP022567-02	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		AZ25EXCZ0LZ8GIC	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AAWC764382	4/1/2026	4/1/2027	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
D C	Excess Liability (XS of 2M) Crime	Y		GBX13001602-00 BMP-1041073-02	8/1/2025 4/1/2026	8/1/2026 4/1/2027	Aggregate Limit	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability & Automobile Liability). Waiver of Subrogation applies (General Liability, Automobile Liability & Workers Compensation). Insured Contract Aggregate Limit capped at $5,000,000. Excess Liability follows form. John Brandon, Chad Benham & Ennio Canziani are excluded from Workers Compensation coverage. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 875040909

CANCELLATION 30 Days Notice of 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
Cody Ritchil

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All AZ Operations	3,671.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2026 Policy No.: AAWC764382 Endorsement No.:

Insured: Premium $

Insurance Company: Redwood Fire and Casualty Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PARTY WITH WHICH THE INSURED DOES BUSINESS WHEN REQUIRED BY A WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the **BUSINESS AUTO COVERAGE FORM** and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the **MOTOR CARRIER COVERAGE FORM:**

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with a written contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by any injured employee.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
1) Blanket where required by written contract or agreement	1) Per Declarations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
1) Blanket where required by written contract or agreement	1) Per Declarations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

© Insurance Services Office, Inc., 2018

City of Santa Fe, New Mexico
Memorandum

DATE: **April 24, 2024**

TO: **Public Works and Utilities Committee/Finance Committee/Governing Body**

VIA: **Regina Wheeler, Public Works Director** RW (Apr 24, 2024 19:33 MDT)
Sam Burnett, Facilities Division Director J Samuel Burnett (Apr 24, 2024 19:19 MDT)

FROM: **Joshua Bohlman, Facilities Project Administrator** Joshua Bohlman

---

ACTION:
Approval of Amendment #2 to Item # 22-0302 with Aarrowhead Security DBA Vet-Sec Protection Agency to Increase the Not to Exceed Amount by $2,200,00 for a New Total of $6,600,000 Including NMGRT, and to Extend the Term to June 30, 2026. (Joshua Bohlman, Facilities Project Administrator, jbohlman@santafenm.gov, 505-955-5932)

BACKGROUND AND SUMMARY:
In accordance with Request for Proposals for City-Wide, On-Call Security Guard Services (RFP #22/17/P) issued February 17, 2022, three contracts are now entered with three companies 1. Condor New Age-Logistics LLC, 2. Servexo Protective Services, 3. Vet-Sec Protection Agency.

The City requires security at a large number of Facilities including but limited to: Water Division, parks, libraries, Municipal Court, the Railyard, Genoveva Chavez Community Center, Santa Fe Trails, and parking garages.

This amendment will extend the term of Aarrowhead Security DBA Vet-Sec Protection Agency agreement from 6/30/2024 to 6/30/2026 and insert the new rate sheet with a 3% increase in guard wages as allowed in the contract. This increase in cost does not require a corresponding increase in the not to exceed amount as the services required for the year are projected to be covered by the annual $2,200,000 not to exceed amount.

PROCUREMENT METHOD:
Request for Proposal # 22-17-P.

CONTRACT NUMBER:
Munis Contract #3203369

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

ATTACHMENTS:
Vet-Sec Protection Agency's Amendment #1
Vet-Sec Protection Contract
Vet-Sec Protection Procurement Documents (SWPA, CES, GSA, ITB/RFP, etc)
Vet-Sec Protection Certificate of Insurance
Vet-Sec Protection Business License
Vet-Sec Protection Summary of Contracts
Vet-Sec Protection Procurement Checklist

Item# 24-0343
Munis Contract#3203369
Original Contract Item # 22-0303
RFP #: 22/17/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
On-Call City-Wide Security Services Contract
ITEM#23-0303

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE On-Call City-Wide Security Services CONTRACT, dated July 3, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Arrowhead Security DBA Vet-Sec Protection Agency. (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 On-Call City-Wide Security Services for the City of Santa Fe.

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:

Exhibit B to the contract shall be replaced with the Exhibit B attached to this Amendment.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the compensation by two million two hundred thousand dollars ($2,200,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six million six hundred thousand dollars ($6,600,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B- Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract Item
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Reason for Increase

3. TERM:

Article 5 of the Contract is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. 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.

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

CITY OF SANTA FE:

Protection Agency

Alan Webber (May 30, 2024 13:51 MDT)

ALAN WEBBER, CITY MAYOR

DATE: May 30, 2024

CONTRACTOR:
Aarrowhead Security DBA Vet-Sec

AMY NACCARI, MANAGING

DATE: 4/9/24

CRS # 03-293809008

Registration # 232942

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 05/29/2024 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 9, 2024 11:01 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

APPENDIX D
COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Item	Unit Price	Total
Level 1 Guard	Hour	$25.50
Level 2 Guard	Hour	$28.84
Level 3 Guard	Hour	$34.23
Supervisor	Hour	$36.57
Account Manager	Hour	$37.98
Sedan	Hour	$2.54
SUV	Hour	$4.53
Level 1 Guard Overtime / Holiday	Hour	$38.25
Level 2 Guard Overtime / Holiday	Hour	$43.26
Level 3 Guard Overtime / Holiday	Hour	$51.35
Supervisor Overtime / Holiday	Hour	$54.86
Account Manager Overtime / Holiday	Hour	$56.97

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$_____

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203369 Procurement # (RFP/ITB# If any):

Contractor: Aarrowhead Security DBA Vet-Sec Protectio Agency

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ *Exempt* ☐ *SWPA/Existing* ☐

Description/Title: City-Wide Security Services

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: 06/29/2022 Term End Date: 06/30/2026 Total Contract Amount: $6,600,000.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: 3203369

1.b Amendment #: 2 to the Original Contract/Lease # 3203369

Increase/(Decrease) Amount $: 2,200,000.00

Extend Expiration Date to: June 30, 2026

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

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

Original Contract approved July 3, 2022 through RFP 22/17/P.
Amendment #1 approved June 18, 2023- included extending term to June 30, 2024, and an updated Rate Schedule.

3. Procurement History: RFP 22/17/P

JoAnn Lovato Montaño — Apr 25, 2024

Purchasing Officer Review: Date:

Comment & Exceptions: add funding & extend term

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

Andy Hopkins — Apr 25, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Josh Bohlman Phone #: 505-955-5932

To be recorded by City Clerk:
Clerk #
Date of Execution:

Email: jbohlman@santafenm.gov

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Aarrowhead Security DBA Vet-Sec Protection Agency

Procurement/contract Title: City-Wide Security Services

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Works/Facilities Div Staff Name: Josh Bohlman

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☒	☐	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other: _____**	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☐	☒	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Josh Bohlman Department Point of Contact	Project Administrator Title	4/9/2024 Date
Regina Wheeler RW (Apr 24, 2024 19:33 MDT) Department Director		Date
JoAnn Lovato Montaño Chief Procurement Officer		Apr 25, 2024 Date
N/A ITT Representative	Title	Date

CoSF Version 3 12.1.2023

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#22-0303

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated June 29, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Aarrowhead Security DBA Vet-Sec Protection Agency (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 On-Call City-Wide Security Services for the City of Santa Fe.

B. Pursuant to Article 8 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

Article 2, paragraph A of the Agreement is amended to add an updated Exhibit B which includes a 3% security guard rate increase, so that Article 2, paragraph A reads as follows:

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and replace Contractor's Unit Rate Schedule Exhibit B with the amended Exhibit B.

2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amounts included in the Unit Rate Schedule by a total of 3% so that Article 3 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Amended Exhibit B- Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2024. 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.

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. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR

DATE: Jun 18, 2023

CONTRACTOR: Aarrowhead Security
DBA Vet-Sec Protection Agency

AMY NACCARI, MANAGING DIRECTOR

DATE: 5/19/23

CRS# 03-293809008
Registration# 232942

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/14/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 19, 2023 13:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 16, 2023 22:48 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various/Various
Org. Name/Org #

APPENDIX D
COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Item	Unit Price	Total
Level 1 Guard	Hour	$24.76
Level 2 Guard	Hour	$28.00
Level 3 Guard	Hour	$33.23
Supervisor	Hour	$35.50
Account Manager	Hour	$36.87
Sedan	Hour	$2.47
SUV	Hour	$4.40
Level 1 Guard Overtime / Holiday	Hour	$37.03
Level 2 Guard Overtime / Holiday	Hour	$41.99
Level 3 Guard Overtime / Holiday	Hour	$49.84
Supervisor Overtime / Holiday	Hour	$53.25
Account Manager Overtime / Holiday	Hour	$55.31

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$_____

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203369

Contractor: Aarrowhead Security DBA Vet-Sec Protection Agency

Description: Amendment #1 Extending the Term of the Contract with No Corresponding Change in Compensation.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 6/30/2023 Term End Date: 6/30/2024

☐ Approved by Council Date: _____

Contract / Lease: 3203369

Amendment # 1 to the Original Contract / Lease # 3203369

Increase/(Decrease) Amount $ _____

Extend Termination Date to: June 30, 2024

☐ Approved by Council Date: _____

Amendment is for: Extending Term of Contract

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

3. **Procurement History:** RFP 22/17/P

Travis Dutton-Leyda — Purchasing Officer Review: May 23, 2023 — Date:

Comment & Exceptions: _____

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

Andy Hopkins — Budget Officer Approval: May 23, 2023 — Date:

Andy Hopkins (May 23, 2023 11:46 MDT)

Comment & Exceptions: _____

Staff Contact who completed this form: Josh Bohlman Phone # 505-955-5932

Email: jbohlman@santafenm.gov

To be recorded by City Clerk:
Clerk # _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Aarrowhead Security DBA Vet-Sec Protection Agency

Procurement Title: City-Wide Security Services Amendment #1

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Public Works/Facilities Div Staff Name Josh Bohlman

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Josh Bohlman — Project Administrator — 4/6/2023

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

Travis Dutton-Leyda — Chief Procurement Officer — May 23, 2023

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

Item# **22-0303**
Munis Contract# 3203369

City of Santa Fe Contract
On-Call City-Wide Security Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Aarrowhead Security DBA Vet-Sec Protection Agency,** 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 **Aarrowhead Security DBA Vet-Sec Protection Agency.** "We," "us" or "our" refers to theCity and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and Contractor's Unit Rate Schedule (Exhibit B) and as stipulated herein. Security Services includes but is not limited to the locations listed in Exhibit A.

B. All work shall be carried out by means of an approved Task Order utilizing the attached Task Order format (Exhibit C) together with the associated Contractor's price proposal and an approved Purchase Order issued to the Contractor.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost

increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

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, 2023. 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 through152.

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, § 38-3-1 (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.

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**

Prior to the commencement of services, and during the entire term of this Agreement, Contractor shall procure and maintainthe following insurance coverage(s), naming the City as additional insured as set forth herein below.

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, andproperty 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. The policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by written contract or agreement. **Business Automobile Liability** insurance for all owned, non-owned, and hired automobiles,with a combined single limit not less than $1,000,000 per accident. Said policy shall include the City of Santa Fe, their officials, officers, employees, and agents as additional insureds. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by a written contract or agreement.

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. Professional Liability (errors and omissions) insurance with limits not less than $1,000,000 per claim and $2,000,000 in the aggregate.

D. Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation insurance in accordance with the laws of the State of New Mexico with statutory limits, and Employer's Liability insurance with limits not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation for the benefit of the City of Santa Fe their officials, officers, employees, and agents.

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

F. Additional Insurance Requirements.

1. **Verification of Insurance.** Contractor shall furnish the City with Certificates of Insurance and applicable endorsements affecting coverage required by this Agreement on forms satisfactory to the City. All Certificates and endorsements must be received by the City before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required herein shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

2. **Primary and Noncontributory**. The insurance required to be maintained by Contractor hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

3. **Umbrella or Excess Insurance.** Any umbrella or excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

4. **Severability of Interest.** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

5. **Claims-Made Coverage.** Except for Commercial General Liability insurance which shall be written on an occurrence form, any coverage maintained on a claims-made basis shall comply with the following:

- The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services contemplated herein;
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services;
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the date of this Agreement, Contractor must purchase an extended reporting period for a minimum period of three (3) years after completion of the contract services.

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 orpayment, 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:
Manuel Sanchez, Business Operations Manager
Community Health and Safety Department
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
505-955-6568
mnsanchez@santafenm.gov

To the Contractor:
Adam Rufenacht, Branch Manager
Aarrowhead Security DBA Vet-Sec Protection Agency
4010 Carlisle Blvd, Suite A
Albuquerque, NM 87110
505-208-2507
arufenacht@vetsec.com

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

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, CITY MAYOR

DATE: Jul 3, 2022

CONTRACTOR:

ADAM RUFENACHT,
BRANCH MANAGER

DATE: 24 May 2022
CRS# 03-293809008
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 20, 2022 10:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 1, 2022 13:00 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

VARIOUS
Org.Name/Org.#

Exhibit A – Scope of Services

I. Minimum Qualifications/Requirements

1) The Contractor shall have at least three (3) years of consecutive experience in the professional security services industry under the current company name, and shall have experience in governmental/public facilities.

2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.

4) The Contractor shall ensure all security personnel assigned shall be in compliance with the Level I, Level II and Level Ill security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

5) The Contractor shall provide the City of Santa Fe with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).

6) The Contractor shall maintain a current license throughout the term of this agreement, and shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days' notice from the State, County, or City licensing boards.

7) In accordance with the provisions of Section 33 (“Insurance”) of this Agreement, the Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury, personal injury, and property damage liability, automobile liability, professional liability, and workers’ compensation and employer’s liability insurance with the required coverage and limits, in a form and with an insurance company or companies acceptableto the City. ,. Where required, The commercial general liability policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Where required, applicable insurance policies shall provide that the City, its officials, officers, employees, and agents are named as an additional insured by way of a designated or blanket endorsement, and that the City is notified no less than 30 days written notice in advance of cancellation or nonrenewal for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance evidencing the coverage and limits required in this Agreement as a condition prior to performing series under this Agreement.

Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

8) All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.

9) The City of Santa Fe reserves the right to alter the days and/or hours of the Contractor. The City of Santa Fe also has the discretion to change the security personnel duties and schedules if the City determines it is in tile best interest to do so.

10) The Contractor shall provide the City of Santa Fe detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractors successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by the City of Santa Fe, Contractor shall provide invoices on a bi-weekly basis, City of Santa Fe will provide payment on a monthly basis.

11) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.

12) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City of Santa Fe.

13) Weapons (as required):

a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security personnel (Level Ill security personnel) at the City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Individuals at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.

14) Special Provisions:

a) Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or the City of Santa Fe, or designated representative at locations where security personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an

imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City of Santa Fe. Once the incident has been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City of Santa Fe deems appropriate. Temporary removal of security personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

b) Permanent Removal of Guard Personnel. The City of Santa Fe reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or City of Santa Fe standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City of Santa Fe instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.

c) The City has the right to approve/disapprove any security personnel. Contractor shall immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.

15) Personnel Records: These records shall be available for inspection by the City of Santa Fe to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

16) Security personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8 hour period prior to a scheduled shift is strictly prohibited.

17) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.

18) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City of Santa Fe (such as, but not limited to, communication equipment; fire equipment; safety equipment; locks; keys; access control systems; etc.) damaged or lost through abuse or

neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

19) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

II. Facility Profiles includes but is not limited to the following locations:

I. **Genoveva Chavez Community Center**
   A. Unarmed Guard – Level 1
      1. Monday – Thursday: 2:30pm – 10:30pm
      2. Friday and Saturday: 12:00pm – 8:30pm
      3. Sunday: 10:00am – 6:30pm

II. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

III. **South Side Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

IV. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

V. **Midtown Santa Fe**
   A. Unarmed Mobile Guard – Level 2
      1. 7-Days per Week: 24-Hours per Day
   B. Armed Guard – Level 3
      1. 7-Days per Week: 4:00pm – 8:00am

VI. **Parking Mobile Patrol**

A. Unarmed Mobile Guard – Level 1

1. 7-Days per Week: 9:30pm – 1:30am

VII. **Municipal Court**

A. Armed Guard – Level 3

1. Monday – Friday: 7:30am – 5:00pm

VIII. **Santa Fe Regional Airport**

A. Unarmed Guard – Level 1

1. 7-Days per Week: 7:00pm – 12:00am

B. Armed Guard – Level 3

1. 7-Days per Week: 4:30am – 7:00pm

IX. **Santa Fe Trails**

A. Unarmed Guard – Level 1

1. Monday – Friday: 5:30 am – 9:30am

X. **Santa Fe Railyard**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 4:00pm – 12:00am

XI. **Santa Fe Plaza**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 24-Hours per Day

III. Services

1. Contractor shall provide unarmed and armed security services, as specified by each location, in and around City of Santa Fe facilities. Contract security personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:
   a. Entry and egress access control;
   b. Roving patrols of interior and exterior building areas, including parking facilities as applicable;
   c. Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
   d. Provide initial response to security incidents;
   e. Assist with fire drills/evacuation drills;
   f. Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
   g. Visitor and building employee identification verification;

h. Incident and daily operating reports;
i. Monitoring and responding to building intrusion detection systems;
j. Monitoring alarms and fire detection equipment;
k. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
l. Other specific tasks as required, as specified in post orders or by site-location manager.

2. Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City of Santa Fe and Contractor. A GPS-based monitoring system is strongly preferred. Security personnel shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.

3. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:
   a. Cover City of Santa Fe Security Management responsibilities as needed.
   b. Provide on call services 24rl for City of Santa Fe; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.
   c. Coordinate the security coverage for all City of Santa Fe security requests.
   d. Develop a training program and coordinate all training requirements for security personnel assigned to this account-and update the program on a regular basis.
   e. The Account Manager must be able to effectively deal with a variety of personality types in public situations.
   f. Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
   g. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
   h. Review all safety issues and security documentation prepared and/or provided by security personnel.
   i. Know how to perform every position and provide training for these positions to subordinates.
   j. Perform other duties as assigned.

4. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be

prepared in cooperation with the City of Santa Fe prior to the commencement of the contract. Final Post Orders shall be provided to the City of Santa Fe for review and approval 30 calendar days after first date of service. All security personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City of Santa Fe's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and City of Santa Fe annually.

5. Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, etc. on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than two weeks' notice in the event of an emergency or special event not regularly scheduled.

IV. Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security personnel assigned to the City of Santa Fe.

2. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq-NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.

3. Design a specific course of training for each position based on written post orders.

4. Provide training that includes the following:

   a. Safety
   b. Building/facility familiarization including a detailed tour of all sites, functions, and facilities
   c. Knowledge of a security personnel's limit of authority
   d. Knowledge of job duties
   e. Access control
   f. Public relations
   g. Patrol techniques
   h. Responding to bomb threat situations
   i. Fire prevention and control and the use of fire extinguishers
   j. Communication training including verbal judo
   k. Employee rights, responsibilities, and expectations

l. Workplace violence and conflict resolution
m. Reporting procedures for incidents, personal injury, and property damage
n. Dealing effectively with the homeless and mentally ill
o. Exclusion policies
p. Lost and found procedures
q. CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City of Santa Fe) within four (4) months of hire
r. ADA training
s. Radio procedures and protocols
t. Grooming and uniform appearance
u. Defense tactics, handcuff procedures
a. De-escalation training

5. Contractor is "encouraged" (but not required) to provide training that includes the following:

a. Crowd psychology, control, and management;
b. Limited force ejection techniques;
c. Drug and alcohol awareness training.

6. Any security personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:

a. Security Identification Display Area (SIDA)/Secured Area Badge Application;
b. Complete and pass a Criminal History Records Check and Security Threat Assessment;
c. Complete online and in-person SIDA/Secured Area Training;
d. Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.

7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.

8. Whenever a new security personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security personnel.

V. Uniforms and Equipment

1. All security personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-278-22(0) NMSA 1978.
2. All security personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with

NMSA 1978 61-278-1 through 61-278-36, section 16.48.3.12.

3. Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security personnel is on official duty or in transit between their residence and post location.
4. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
5. Equipment to be utilized by security personnel shall be provided by the contractor, unless agreed to by the City.

APPENDIX D
COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Item	Unit Price	Total
Level 1 Guard	Hour	$24.76
Level 2 Guard	Hour	$28.00
Level 3 Guard	Hour	$33.23
Supervisor	Hour	$35.50
Account Manager	Hour	$36.87
Sedan	Hour	$2.47
SUV	Hour	$4.40
Level 1 Guard Overtime / Holiday	Hour	$37.03
Level 2 Guard Overtime / Holiday	Hour	$41.99
Level 3 Guard Overtime / Holiday	Hour	$49.84
Supervisor Overtime / Holiday	Hour	$53.25
Account Manager Overtime / Holiday	Hour	$55.31

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

$_____

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

Exhibit C – Task Order Template

CITY OF SANTA FE

TASK ORDER # TBD

RFP 22/17/P, ON-CALL CITY-WIDE SECURITY SERVICES

STATEMENT OF WORK

1. **PURPOSE**
(Indicate project title and very brief service description.)

A. **2. BACKGROUND**
(Provide background for the Task Order.)

3. PROJECT SCOPE NARRATIVE
(Provide scope of work for Task Order in general terms)
Scope Statement
"The scope of this task order is for the Design Professional to provide…"

4. APPROVAL SIGNATURES

CONTRACTOR:

_____
TBD NAME & TITLE

_____
DATE

CITY SITE / ACCOUNT MANAGER:

_____
TBD NAME & TITLE

_____
DATE

_____
ORG/OBJECT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2024

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

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

PRODUCER	CONTACT NAME:	
Crest Insurance Group, LLC 7272 E. Indian School Rd. Suite 375 Scottsdale AZ 85251	PHONE (A/C, No, Ext): 888-881-5765	FAX (A/C, No): 480-839-2272
License#: 967026	E-MAIL ADDRESS: info@crestins.com	
AARRSEC-02	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Redwood Fire & Casualty	11673
INSURED	INSURER B : Navigators Insurance Co.	42307
Aarrowhead Security Inc VetSec Protection Agency 7206 N 55th Ave Glendale AZ 85301-1975	INSURER C : Aspen Specialty Insurance Co.	10717
	INSURER D : Indian Harbor Insurance Co.	36940
	INSURER E : Endurance American Specialty	41718
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1457237882 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CR00VQC2	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR Prem/Prod	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y		GA23BAP022567-00	8/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			71246838	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AAWC555868	4/1/2024	4/1/2025	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
E	Excess Liability XS of 3M			71246839	4/1/2024	4/1/2025	Each Occurrence Per Aggregate	2,000,000 2,000,000

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

Blanket Additional Insured, Primary Non-Contributory when required by written contract (General Liability, Auto Liability); Waiver of Subrogation when required by written contract (General Liability and Workers Compensation). XS policies are following form.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 875040909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cody Ritchil

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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: AAROWHEAD SECURITY
DBA: VETSEC PROTECTION AGENCY

Business Location: 4010 CARLISLE BLVD NE
ALBUQUERQUE, NM 87108

CRS Number: 03293809008

Owner: AAROWHEAD SECURITY

License Number: 232942

License Type: Business License - Renewable

Issued Date: June 26, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: June 26, 2024

Fees Paid: $10.00

AAROWHEAD SECURITY
4010 CARLISLE BLVD NE
ALBUQUERQUE, NM 87108

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

5. Amendment_2_Aarrowhead-VetSec_CW_Securityy - SIGNED Packet 4 25 24

Final Audit Report 2024-04-25

Created:	2024-04-25
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_LIhRDEQkrz2op3xZ7NVRTRuAhFTjjNp

"5. Amendment_2_Aarrowhead-VetSec_CW_Securityy - SIGNED Packet 4 25 24" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-04-25 - 8:24:31 PM GMT

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-04-25 - 8:28:40 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-04-25 - 8:31:06 PM GMT

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-04-25 - 8:31:29 PM GMT - Time Source: server

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-04-25 - 8:31:32 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-04-25 - 8:33:45 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-04-25 - 8:39:39 PM GMT

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-04-25 - 9:24:09 PM GMT - Time Source: server

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
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Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-04-25 - 9:41:05 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-04-25 - 9:44:16 PM GMT - Time Source: server

Agreement completed.
2024-04-25 - 9:44:16 PM GMT

Purchasing_Memo_AarrowheadDBAVetSec_Amend 3

Final Audit Report 2026-04-07

Created:	2026-04-07
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Accepted
Transaction ID:	CBJCHBCAABAApIagJmQ6vnM2kI5tmS7y1A9sPVhFyVwc

"Purchasing_Memo_AarrowheadDBAVetSec_Amend 3" History

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2026-04-07 - 3:29:48 PM GMT

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Acceptance Date: 2026-04-07 - 3:30:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-04-07 - 3:30:05 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS (May 27, 2026 13:50:17 MDT)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Marcella Apodaca, Community Services Business Operation Manager Marcella Apodaca

Justin Gonzales, Youth and Family Services Project Administrator Justin Gonzales

Subject: Contract Amendment No. ~~2~~ 1 to for Operations of Shelter Management

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Request for Approval of Amendment No. ~~2~~ 1 to Professional Services Contract 25-0217 With Urban Alchemy to Increasing the Amount of Compensation by $522,000 for the New Total Amount of $2,020,303 for Shelter Operations of Homeless Services. (Kristen Woods, Youth and Family Services Program Manager, krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250623.

BACKGROUND AND SUMMARY:

The City of Santa Fe ('City') is procuring an operator for low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract intended to stabilize operations while the City evaluates, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Emergency NMSA 1978, Section 13-1-127 - The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years. Constituent Services, from 2022-2025, reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/28/2026

AP (May 28, 2026 11:27:33 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions:

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title:_____ Date: _____

Comment/Exceptions:_____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number:_____

Approval:_____Title:_____Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet (with previous contract amendments)

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3250623

Original City Clerk Item Number: 25-0217

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 6/17/2025 (the "Contract"), between the City of Santa Fe (the "City") and Urban Alchemy. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECTIALS

A. Under the terms of the Contract, Contractor has agreed to provide resource aid to recently homeless individuals.

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

1. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of $522,000, so that Article 3 reads in its entirety as follows:

A. Payment. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million eight hundred sixty-seven thousand four hundred and eight dollars and ninety cents ($1,867,408.90) for the services described in the scope of work. The amount payable to the Contractor under this Agreement is inclusive of gross receipts tax (“GRT”) and expenses. The GRT rate levied on this contract is 8.1875% equaling $152,894.10.The not to exceed total compensation on this Contract is $2,020,303.00.

2. NOTICES

Article 28 of the contract shall be deleted in its entirety and replaced with the following. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Community Services Admin Youth and Family Services Division 119 E Marcy Street Santa Fe, NM 87501 505-955-6678	**To the Contractor:** Urban Alchemy Chief Executive Officer Dr. Lena Miller PO Box 425509, San Francisco, CA 94142 lenam@urban-alchemy.us

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.

3. CONTRACT IN FULL FORCE

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

URBAN ALCHEMY

Lena Miller (May 12, 2026 13:43:27 PDT)

LENA MILLER, CHIEF EXECUTIVE OFFICER

DATE: May 12, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews (May 12, 2026 14:46:46 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 28, 2026 16:37:25 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Urban Alchemy Amendment 1_CoSF

Final Audit Report 2026-05-12

Created:	2026-05-04
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN8k3moNYyBv3IfFS5wtoROUI0-OCi8xp

"Urban Alchemy Amendment 1_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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Agreement completed.

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← Back to All Requests

Homelessness – Agape House Operations - 3250623

2026-686-Request

Status:	Amount:	Last Action:
Closed	**$2,020,303.00**	**Final Approval Received**

Actions

Fully Approved

Approved On
5/26/2026

EMERGENCY REQUEST AND DETERMINATION

Name of Request
Homelessness – Agape House Operations - 3250623

Created On
04/14/2026

Summary of Request
Requesting to create an amendment to specify funding needs and adjustment for operations

No Background or Category Codes

Requestor
JG Justin Gonzales

Approval Group
Community Service Admin

Creator
JG Justin Gonzales

Desired Delivery Date
05/05/2026

Fiscal Year
FY26

Purchase Details

Total Budget Amount
$2,020,303.00

Vendor Selection

No vendor selected at this time.

Emergency Assessment

Department Contact:
Lia Salaverry, Kristen Woods, Justin Gonzales

Email:
lasalaverry@santafenm.gov, krwoods@santafenm.gov, jmgonzales@santafenm.gov

Phone Number

505-955-6678

Description of Goods/Service to be Procured:
shelter operations

Quantity of the Goods or Service
12 Months

Type of Good or Service
Professional Services

Emergency Justification:
Health or Safety of Any Persons

Term of Contract (Emergency)
1 year

Conversion:
To Contract

Vendor Name
Urban Alchemy

Vendor's Address
255 Golden Gate Ave. San Francisco, CA 94102

Vendor's Email Address
lenam@urban-alchemy.us

Scope of Work (Emergency)
Scope of Work
The Contractor shall provide the following services for the City:
A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults[CJ1.1][SL1.2][CJ1.3] who are experiencing homelessness (Shelter).
B. Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.
C. Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D.
Facility and Operations Requirements
a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day onsite.
b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
c) Recruit locally based employees.
e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.
f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT and utilize these platforms for data capture in compliance with HUD and CoC standards.
g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
h) Maintain a secure storage system for guests' personal items, medications, and bicycles.
i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:

- Income
- Criminal history background
- Outside use of drugs/alcohol
- Need to have support animals in shelter

k) Practice Harm Reduction

- Use Harm Reduction activities and services with participants engaged in substance use, including but not testing for drugs and alcohol.
- Prohibit smoking in all physical structures and designate restricted areas.
- All staff must be trained in Narcan administration and other life-saving measures

l) Use Crisis Intervention and De-Escalation

• Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.

m) Follow Housing First

•Provide housing case-management to all guests staying in Shelter

•Emphasize strategies for appropriate diversion from shelter

n) Compliance with City Direction: The service provider shall comply with all City-directed mediation, escalation, and corrective actions in response to any identified issues, complaints, or performance concerns, and will participate in good faith in all resolution processes as required by the City.

E. Data, Coordination, and Accountability

Participate in meetings scheduled by City representatives on a regular, and as-needed basis. Meet with City staff from Community Services on a monthly cadence to review program outcomes and progress. Participate in City initiatives, including data and service coordination, as requested by the City. Schedule site-visits as requested by City Staff.

F. Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in three formats: 1) one-time information provided to the City within the first month of the contract execution date, 2) monthly reporting metrics provided to the city by no later than the first of each month, after the contract execution date, and 3) weekly summary reports provided to the City by no later than 12pm each Friday for the duration of the contract period.

One-time information provided to the City should include:

Employment, Training, and Hiring Practices

- Job descriptions and Standard Operating Procedures for all employees on staff. This includes;
  - Credentials and qualifications required for positions
  - Titles, pay rates, and other employment verification information
- Any staff training and operational materials, including relevant policies, SOPs, and documentation of training completion
- Established procedures and schedules for routine site checks and monitoring (e.g., restrooms/port-a-pottys, common areas, perimeter)
- Overview of staff training procedures for Narcan administration and other life-saving measures

Site Operations, Policies and Training

- SOP for receiving, documenting, and responding to client and community concerns
- Routine site monitoring and maintenance procedures (e.g., cleanliness, safety checks, and facility inspections at defined intervals)
- Guest Code of Conduct, including all related guidelines and Standard Operating Procedures (SOPs) governing guest behavior and escalation procedures.
- Good Neighbor Agreements (if applicable)
- Public facing contact information for how to reach shelter staff in emergencies
- Program details outlining transportation options and services provided to guests

Weekly reports must include the following:

Utilization & Capacity

- Average occupancy rate
- Total number of unique clients served
- Bed utilization rate (target: >85%)

Service Engagement

- Number of guests connected to services, including:
  - Number of individuals enrolled in case management
  - Number of individuals receiving specific services and/or benefits
  - Number of individuals who obtained vital documents (ID, birth certificate, SS card, etc.)
  - Number of individuals connected to employment services
  - Number of individuals referred to domestic violence services
  - Number of individuals referred to Referrals to substance use services
  - Number of Narcan distributed

Housing & Navigation Outcomes

- Number and percentage of guests exiting the Shelter to stable alternatives (positive exits), including:
  - Number and percentage exiting to permanent housing
- Number of guests enrolled in the Homeless Management Information System (HMIS)
- Number of guests enrolled in CONNECT(when possible)
- Percentage of guests connected to the Coordinated Entry System (CES), including completion of VI-SPDAT assessments

Demographics

- Basic guest intake data, including demographics (race, gender, age, disability/medically vulnerable, and other relevant identifiers)
- Support all constituents regardless of Race, Sex, Gender expression, disability status, etc.

Oasis Data

- Utilization & Reach
  - Total unique visitors to the Oasis (weekly)
  - Average daily unique visitors
  - Total visits (including repeat/duplicated visits)
- Service Engagement
  - Basic needs supports provided (e.g., food/snacks, water, coffee)
  - Information and referral services provided (e.g., service provider information, navigation support)
  - Service plans created
- Referrals to Services (by Category)
  - Behavioral Health & Medical:
    - Referrals to substance use services
    - Referrals to sobering center
    - Narcan distributed
  - Housing & Shelter:
    - Referrals to Coordinated Entry / housing assessment
    - Referrals to shelter or shelter waitlist
  - Social & Stabilization Services:
    - Referrals to care coordination (e.g., Agape or similar)
    - Referrals to employment services
    - Referrals to domestic violence services

Monthly Reports

In addition to these data metrics collected on a weekly basis, the City requests that the following performance metrics be included in Monthly Reports and shall be submitted by the first of each Month for the contract period:

- General site and program updates, including program events, new or expanded services, partnerships and coordination with the broader community and service provider network, volunteer engagement opportunities (if applicable), wins and other notable activities or initiatives.
- Contractor shall document and maintain records of all guest and facility incidents. Contractor shall provide the City with reports limited to overdose incidents and any incidents requiring contact with emergency responders (Police, Fire, or EMS).
- Safety and cleanliness indicators (including efforts toward bed bug mitigation, regular cleaning protocols, and related facility maintenance practices.)
- Staff training activities, opportunities, and associated outcomes
- Contractor shall conduct at least one (1) guest survey and one (1) neighbor feedback survey every six (6) months during the term of the contract and include the results in the corresponding monthly report.

G. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish and publicize a public-facing complaint and response protocol for neighborhood concerns.
- Contractor shall proactively coordinate with the City to identify, scope, and budget for all non-capital repairs and ongoing maintenance necessary to ensure the Shelter's structural integrity, safety, and functionality. Contractor shall provide regular updates on facility conditions and anticipated maintenance needs, including advance notice of any issues requiring repair. All scopes of work and associated budgets must be reviewed and approved in writing by the City's Facilities Team and Community Services representatives prior to the commencement of any work.

This responsibility includes, but is not limited to, servicing HVAC systems, repairing plumbing, maintaining life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and exterior systems.

G. Site Relocation Plan for Residents

Develop a client relocation plan for the closure of the Current Location and potential relocation at a new location, including a phased intake process as needed. This includes targeted case management for individuals to assist in their transition to permanent housing, alternative shelter or other positive outcomes and service placements. The City will be primarily responsible for overarching plans regarding the specific service model, relocation site, and other programmatic logistics involved with the phase out of the 2801

Cerrillos location.

- Actively engage and participate in the transition from the current shelter to a new facility by leading client engagement and noticing with trauma-informed practices in collaboration with City staff's input.

Detailed Justification:

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.

In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).

Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years.

Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.

At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Measures to Minimize the Duration and Impact of the Emergency Procurement

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas.

The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

Future Steps to Prevent Similar Emergency Procurements

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.

Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.

These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

Attachments

Uploaded Documents

25-0217_Urban_Alchemy_Packet_.pdf

Workflow

✔ Request Submitted

Created By

JG Justin Gonzales

Submitted by Justin Gonzales on 5/21/26 at 3:29pm

Returned on 5/21/26 at 3:06pm

Submitted by Justin Gonzales on 5/1/26 at 8:30am

Returned on 4/16/26 at 12:58pm

Submitted by Justin Gonzales on 4/14/26 at 2:54pm

✔ CPD Analyst Initial Review

Approved

Procurement Analyst Senior

KM Kristy Miera

Approved by Kristy Miera on 5/21/26 at 3:33pm

Approved by Kristy Miera on 5/1/26 at 1:48pm

Rejected by Kristy Miera on 4/16/26 at 12:58pm

> We need a new quote from the vendor to justify the increase of amount and term.

✔ Requesting Department Director

Approved

Director Review

MS Manuel Sanchez

Approved by Manuel Sanchez on 5/21/26 at 4:19pm

Approved by Manuel Sanchez on 5/4/26 at 9:55am

✔ CPO Review

Approved

Chief Procurement Officer (CPO)

Travis Dutton-Leyda

Approved by Travis Dutton-Leyda on 5/21/26 at 5:00pm

Approved by Travis Dutton-Leyda on 5/14/26 at 9:20am

✔ City Attorney

Approved

City Attorney

MM Marcos Martinez

Approved by Marcos Martinez on 5/22/26 at 9:04am

Approved by Marcos Martinez on 5/14/26 at 10:15am

Request to Transfer Contract Funding

From: Melek Totah, CFO

Date: 4-27-26

Agape Shelter Situation:

The Agape Shelter Contract included a statement of work (SOW) for a 24-7 operational Shelter serving 100 guests, with care coordination staff. The current costs to operate until June 17th is $2.0 million to operate (see below chart).

Agape	February YTD	March	April	May	June	Full Year
Budget	1,398,402	175,000	11,942			1,585,344
Overage			165,000	175,000	94,960	434,960
Total	**1,398,402**	**175,000**	**176,942**	**175,000**	**94,960**	**$ 2,020,303**

*Original Budget of $1.5 million plus Interfaith Closeout Costs $87,040.

The corresponding Agape Shelter budget only included a 16-hour operational Shelter for $1.5 million. The discrepancy was raised to the City shortly after Urban Alchemy took over the services in August 2025.

Outreach/Love Situation:

We anticipate the Love/Oasis contract will be underspent by $845,158 due to the deployment of only 1 Oasis and other savings.

Love/Outreach	February YTD	March	April	May	June	Full Year
Original Budget	1,017,272	127,000	127,000	127,000	127,000	1,525,272
Underspend						$ 845,158
Total	**1,017,272**	**127,000**	**127,000**	**127,000**	**127,000**	**$ 2,370,429** *

*Original Budget of $1,928,406 [Outreach of $997,662, 2 Oases of $930,775] plus Department of Workforce Solutions of $442,372.

Proposal:

Our proposal is to move $522,000 in funding from the Love Outreach contract to the Agape Shelter Contract for the fiscal year 25-26. This is made up of $434,960 in additional costs for a 24-7 shelter and coverage of the Interfaith Closeout of $87,040. The only scope change will be to remove the second Oasis from the Love/Outreach contract for the fiscal year 25-26.

URBAN ALCHEMY
981 Howard Street, Ste. 2B
San Francisco, CA 94103

urban-alchemy.us

Background:

The Love/Outreach contract originally included the outreach team and two Oases sites; then additional funding was added from the Department of Workforce Solutions for on call outreach services, taking the total budget to $2.4 million. However, only one Oasis site was deployed resulting in savings of $465,000. In addition, costs were reduced due to staff vacancy. Therefore, we anticipate $845,158 in savings for the fiscal year.

URBAN ALCHEMY
981 Howard Street, Ste. 2B
San Francisco, CA 94103

urban-alchemy.us

Docusign Envelope ID: 39C10F05-382C-4A04-A3E9-A93D4C9373EB

URBAN ALCHEMY

May 23, 2025

Henri M. Hammond-Paul
Director, Community Health and Safety
119 E. Marcy Street, Suite 101
Santa Fe, New Mexico 87501
Hmhammondpaul@santafenm.gov

RE: City of Santa Fe and Urban Alchemy Professional Services Agreement

Dear Mr. Hammond-Paul;

By my signature below, on behalf of Urban Alchemy ("UA" or the "Organization"), I hereby represent and warrant the following with respect to the services as described in the agreement between UA and the City of Sante Fe (the "City") dated on or about May 23, 2025 (the "Agreement"):

1. Organization is duly authorized and registered to do business in the place of performance;
2. Organization is ready, available, capable of and has experience carrying out the services as described in the Agreement (the "Services");
3. Organization agrees to perform and carry out the Services and its responsibilities, obligations, and duties as described in the Agreement in a workmanlike and professional manner in accordance with all applicable standards of the industry;
4. Organization has no known obligation to any third-party which may in any way limit or restrict its ability to perform Services;
5. Organization will faithfully and diligently render the Services pursuant to applicable professional and ethical standards, in accordance with applicable standards of care, and to furnish Services in accordance with applicable laws, the Agreement, City policies and procedures, and additional requirements as reasonably requested by the City.

I the undersigned hereby certify that I am an authorized signatory of Urban Alchemy and am attesting to the representations and warranties contained herein.

DocuSigned by:
Dr. Lena Miller
1DAE632D09A2493...
Dr. Lena Miller, Co-Founder and CEO

Date: 05/23/2025

CITY OF SANTA FE

The Purchasing Memo

Date: May 30, 2025

To: Governing Body and Finance Committee

From: Henri Hammond-Paul, Director, Community Health and Safety Department

Subject: Emergency Shelter Management Contract

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Community Health and Safety Department respectfully requests your review and approval of a service contract in the total amount of $1,498,303 shelter management services for a term of 12 months with Urban Alchemy.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250623.

BACKGROUND AND SUMMARY:

The City of Santa Fe ("City") is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years.
- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Chief Procurement Officer (CPO)/Designee: Emily K. Oster **Date:** 05/30/2025

CPO Comment/Exceptions: Finance Director signed on behalf of CPO, CPO OOO

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Emergency Determination

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: **Community Health and Safety, City of Santa Fe**

Department Director: **Henri Hammond-Paul**

Department Contact: **Julie Sanchez**

Department Telephone Number: **505-955-6678**

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **Name of Contractor: Urban Alchemy**

Address of Contractor: 255 Golden Gate Ave. San Francisco, CA 94102

Amount of prospective contract: $1.5 Million

Term of prospective contract: 14 Months

Location of Services:

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

The City of Santa Fe ("City") is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 14-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

The Contractor shall provide the following services for the City:

A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).

B. Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.

C. Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D. **Facility and Operations Requirements**

a) Staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
c) Recruit locally based employees.
d) Do not recruit staff from other service agencies located in Santa Fe, NM.
e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.
f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
h) Maintain a secure storage system for guests' personal items, medications, and bicycles.

i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.

j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
   - Income
   - Criminal history background

- Outside use of drugs/alcohol
- Need to have support animals in shelter

k) Practice Harm Reduction
   - Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
   - Prohibit smoking in all physical structures and designate restricted areas.

l) Use Crisis Intervention and De-Escalation
   - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.

m) Follow Housing First
   - Provide housing case-management to all staying in shelter
   - Emphasize strategies for appropriate diversion from shelter

n) Participate in Cold Weather Emergency Services (Code Blue)
   - Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
   - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City on an as-needed basis.Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:
- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)

- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.

- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).

- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over $3.4M in public cost over two and a half years.

- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and $1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

V. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community-serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas. The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

- Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.

- Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.

These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

Certified by:

Emily K. Oster on behalf of 05/30/2025

City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:

05/30/2025

Department Director, Henri Hammond-Paul **Date**

Erin McSherry
Erin McSherry (May 30, 2025 13:27 MDT)

05/30/2025

City Attorney, Erin McSherry **Date**

Mark Scott
Mark Scott (May 30, 2025 14:15 MDT)

05/30/2025

City Manager, Mark Scott **Date**

Emily K. Oster

05/30/2025

Finance Director, Emily Oster **Date**

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

Emergency_Determination_Emergency Shelter Services_05.22.25 FINAL

Final Audit Report 2025-05-30

Created:	2025-05-30
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnHC18o8IxXIPNSzpJvfWcqcqLmLkP6eW

"Emergency_Determination_Emergency Shelter Services_05.22.25 FINAL" History

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Agreement completed.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2026

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 H&H Insurance Services, Inc. PO Box 830 Los Gatos, CA 95031-0830	CONTACT NAME: PHONE (A/C, No, Ext): (408) 343-8680 FAX (A/C, No): (408) 343-8686 E-MAIL ADDRESS: info@hhinsure.com
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Ins — 10172 INSURER B : National Fire & Marine Ins Co — 20079 INSURER C : Atlantic Specialty Ins Co — 27154 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		G74291661004	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductibl	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			72APB011864	6/24/2025	6/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 100,000			G72594083004	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Crime			MML0071450925 (1ST)	9/1/2025	9/1/2026	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Street outreach services City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

City of Santa Fe Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
H&H Insurance Services, Inc.	Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages
CYBER LIABILITY
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H25NGP24488001
Term: 09/01/2025 - 09/01/2026
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

DIRECTORS' & OFFICERS' LIABILITY
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP718000
Term: 02/21/2026 - 02/21/2027
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

PROFESSIONAL LIABILITY
Carrier: Lloyd's of London
Policy #: ATR2502208
Term: 09/01/2025 - 09/01/2026
Limits:
$3,000,000 Aggregate
$1,000,000 Each Claim
$ 50,000 Deductible

SEXUAL MISCONDUCT LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2025 - 09/01/2026
Limits:
$4,000,000 Aggregate
$2,000,000 Each Victim
$ 50,000 Deductible Per Claimant

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2. The construction, erection or removal of elevators; or

3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Assumptions:

Gross Up Rate	8.0%
Fringe Rate	35.0%

Sante Fe	Count	Shifts	Days per Week	Hours	FTE	Rate	Cost
Supervisors:							
Supervisors - Swing	1	1	7	3,145	1.51	$ 28.00	$ 88,058.9
Supervisors - Night	1	1	7	3,145	1.51	$ 29.00	$ 91,203.8
Practitioners:							
Swing	3	1	7	9,435	4.54	$ 18.00	$ 169,827.8
Night	3	1	7	9,435	4.54	$ 19.00	$ 179,262.7
Food Practitioners	1	1	7	3,145	1.51	$ 18.00	$ 56,609.3
Exempt Staff:							
Shelter Program Director					1.00	$ 36.06	$ 75,000.0
Shared Staff:							
Trainer					0.02	$ 36.06	$ 1,500.0
Data & Compliance Coordinator					0.02	$ 33.65	$ 1,400.0
Data and Compliance Manager					0.02	$ 40.87	$ 1,700.0
IT Support					0.02	$ 33.65	$ 1,400.0
Total Salary					**14.69**		**$ 665,962.56**

Total Salary	$	665,963
Fringe Rate		35%
Total Fringe	$	233,087
Total Personnel	**$**	**899,049**
Total Opex	**$**	**403,823**
Total Indirect	**$**	**195,431**
Total Expenditures	**$**	**1,498,303**

Contract Period: June 17th 2025 through June 16 2026

		24 Hours - 100 Guests				
	Category	**Rate**	**Annual**		**Count**	**Shifts**
Exempt	Project Director		$	80,000	1.00	1.00
Hourly	Supervisor	27	$	56,160	1.00	3.00
Hourly	Practitioner	21	$	43,680	2.50	3.00
Hourly	Food Practitioner	21	$	43,680	2.00	2.00
Hourly	Care Coordinators	27	$	43,680	2.00	1.00
Exempt	Business Ops		$	60,000	1.00	1.00
	Salary					
	Benefits	35%				
	Personnel Costs					
	Meals, Snacks, and Water					
	Other Expenses (laundry, cleaning, insurance, supplies, overhead)					
	Operating Expenses					
	Overhead	**15%**				
	Total Annual Expenditures					

Per Month	
Through June 16th	**10.5 Months**

FTE		Annual
1.0	$	80,000
4.5	$	252,720
11.3	$	491,400
6.0	$	262,080
2.2	$	94,349
1.0	$	60,000
	$	1,240,549
	$	434,192
	$	**1,674,741**
	$	170,000
	$	164,700
	$	**334,700**
	$	**301,416**
	$	**2,310,857**

	$	**192,571.43**
of Service	**$**	**2,022,000.00**

Item #: 25-0217
Munis Contract #: 3250623
SWPA/GSA/Coop/RFP/ITB#: __EMERGENCY_____

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 **Urban Alchemy**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127 (emergency procurement); and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement.

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).

B. Stabilize Shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.

C. Ensure consistent Shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D. **Facility and Operations Requirements**

a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
c) Recruit locally based employees.
d) Do not recruit staff from other service agencies located in Santa Fe, NM.
e) Allow guests to remain onsite during the day, with access to meals, restrooms, and

hygiene services.

f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.

g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.

h) Maintain a secure storage system for guests' personal items, medications, and bicycles.

i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.

j) Provide Low-barrier shelter access to persons seeking entry to the Shelter, without restricting access due to any of the following factors:
   - Income
   - Criminal history background
   - Outside use of drugs/alcohol
   - Need to have support animals in shelter

k) Practice Harm Reduction
   - Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
   - Prohibit smoking in all physical structures and designate restricted areas.

l) Use Crisis Intervention and De-Escalation
   - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.

m) Follow Housing First
   - Provide housing case-management to all staying in Shelter
   - Emphasize strategies for appropriate diversion from Shelter

n) Participate in Cold Weather Emergency Services (Code Blue)
   - Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
   - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City

on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)
- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to shelter operations for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. **Compensation**

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million four hundred ninety-eight thousand three hundred and three dollars ($1,498,303) per year, paid in monthly increments of one hundred twenty-four thousand eight hundred fifty-eight dollars and fifty-eight cents ($124,858.58), including New Mexico gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $1,498,303.**

B. Payment. The total compensation under this Agreement shall not exceed $1,498,303**, including** New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **twelve months after the date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) 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 seventy-five (75) 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. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

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. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of 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 seventy-five (75) 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.

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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this 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.

D. 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. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. 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: Henri Hammond-Paul, Director, Community Health and Safety
119 E Marcy Street, Suite 101
Santa Fe, NM 87501
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy
Dr. Lena Miller, Chief Executive Officer
PO Box 425509
San Francisco, CA 94142

lenam@urban-alchemy.us
With additional copies to: legal@urban-alchemy.us

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 that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this 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 and failure to cure such default within a reasonable time period. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

Alan Webber (Jun 17, 2025 15:57 MDT)

ALAN WEBBER, MAYOR

DATE: 06/17/2025

CONTRACTOR:

Melek Totah (May 30, 2025 14:51 PDT)

Dr. Lena Miller, CEO

DATE: 05/30/2025

NMBTIN#: 7868634

City of SF Business License #: _____

ATTEST:

ANDREA SALAZAR (Jun 18, 2025 16:49 MDT)

CITY CLERK

GB MTG 06/03/2025

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (May 30, 2025 15:56 MDT)

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Urban Alchemy 5.30.2025

Final Audit Report 2025-05-30

Created:	2025-05-30
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANZE39BPtp6pqdsQ04w5B2JQQLSs-vjP4

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Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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Agreement completed.
2025-05-30 - 9:56:33 PM GMT

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2025

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

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

PRODUCER 888-343-8685 H&H Professional Ins Assoc. P.O. Box 830 Los Gatos, CA 95031 Aubri Bryan	CONTACT NAME: Aubri Bryan PHONE (A/C, No, Ext): 888-343-8685 FAX (A/C, No): 408-343-8686 E-MAIL ADDRESS: dabbie@hhinsure.com
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Ins — 10172 INSURER B : Texas Insurance Company — 16543 INSURER C : Great American Ins. Co. — 16691 INSURER D : Atlantic Specialty Ins Co — 27154 INSURER E : Nonprofits Ins Alliance of CA — 011845 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		G74291661003	09/01/2024	09/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO							
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			BRPCLLTAL01150008238601	02/28/2025	02/28/2026	BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
E	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			202460936	09/01/2024	09/01/2025	PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			G72594083003 (1ST)	09/01/2024	09/01/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		253232001 (OSC)	08/01/2024	08/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Crime			MML3683024 (1ST)	09/01/2024	09/01/2025	Limit/Ded	$5M/$50K
C	Crime-Excess			SAAE8739250200 (2ND)	09/01/2024	09/01/2025	Limit/Ded	$9M/$0

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

RE: Street outreach services
City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

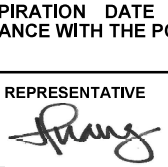
SANTA27

City of Santa Fe
Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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EXCESS LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 029316252
Term: 09/01/2024 - 09/01/2025
Limits:
$3,000,000 Aggregate
$3,000,000 Each Claim
$ 0 Retention

DIRECTORS' & OFFICERS' LIABILITY
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2025 - 02/21/2026
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

PROFESSIONAL LIABILITY
Carrier: Lloyd's of London
Policy #: ATR2402015
Term: 09/01/2024 - 09/01/2025
Limits:
$3,000,000 Aggregate
$1,000,000 Each Claim
$ 5,000 Deductible

SEXUAL MISCONDUCT LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2024 - 09/01/2025
Limits:
$4,000,000 Aggregate
$2,000,000 Each Victim
$ 50,000 Deductible Per Claimant

CYBER LIABILITY
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H24NGP24488000
Term: 09/01/2024 - 09/01/2025
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Urban Alchemy Amendment 2 Packet

Final Audit Report 2026-05-28

Created:	2026-05-27
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzcr4cEy72a-F2j8I7V4Giq1HhsQFQljm

"Urban Alchemy Amendment 2 Packet" History

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2026-05-28 - 3:25:25 PM GMT- IP address: 104.47.64.254

Document e-signed by Sandra Emory (sxemory@santafenm.gov)

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Final Audit Report 2026-05-28

Created:	2026-05-28
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALADqyzEgbIrrteV_8anCKtjD7BjVEf5N

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Agreement completed.

2026-05-28 - 10:37:25 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 21, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS (May 27, 2026 14:21:52 MDT)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Marcella Apodaca, Community Services Business Operation Manager Marcella Apodaca

Justin Gonzales, Youth and Family Services Project Administrator Justin Gonzales

Subject: Contract Amendment No. 2 to for Operations of Consuelo's Place by Interfaith

Vendor Name: The Interfaith Community Shelter Group

Munis Vendor Number: 3783

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Professional Services Contract 24-0490 With Fiscal Sponsorship of Consuelo's Place in the Total Amount of $2,310,000.00 and Extend The Term Through June 30, 2027; (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250019.

BACKGROUND AND SUMMARY:

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. Since then, the shelter has housed 50 - 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. In 2023, The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces. On March 27th, Consuelo's Place has requested an extension of their Fiscal Sponsorship and additional funding under Contract 3250019.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/28/2026

AP (May 28, 2026 08:08:03 MDT) **CPO Comment/Exceptions:** _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: **Title:** **Date:**

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet (with previous contract amendments)

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 2 TO

Contract # 3250019

Original City Clerk Item Number: 24-0490

Aid in operations of Consuelo's Place

This AMENDMENT No. 2 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 8/2/2024 (the "Contract"), between the City of Santa Fe (the "City") and THE INTERFAITH COMMUNITY SHELTER GROUP. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. RECITALS

A. A. Under the terms of the Contract, Contractor has agreed to provide aid in operations of Consuelo's Place.

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

2. COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Sever Hundred and Eighty Thousand Dollars ($780,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. Payment. The City shall pay to the Contractor in full payment for services performed, such compensation not to exceed two million three hundred and ten thousand dollars ($2,310,000.00), excluding gross receipts tax.based on the itemized amounts and/or rates specified below. As a 505c3 entity, Consuelo's Place is exempt from paying GRT.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

3. TERM

Article 4 of this Contract is amended to extend the Term of the contract so that Article 4 reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2027 unless terminated pursuant to Article 5 (Termination), or Article 6 (Appropriations).

4. NOTIFICATION

Article 28 of this Contract is amended so that Article 28 reads in its entirety as follows:

Either party may give written notice to the other party in accordance with the terms of this Article. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Community Services Admin Youth and Family Services Division 119 E Marcy Street Santa Fe, NM 87501 505-955-6678	**To the Contractor:** THE INTERFAITH COMMUNITY SHELTER GROUP Michele Williams 1600 Saint Michael's Drive, Building 7 Santa Fe, NM 87505 michele@consuelosplace.org 505-372-8206

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

5. 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.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA,
MAYOR

CONTRACTOR:

INTERFAITH COMMUNITY SHELTER GROUP

BEVERLY KELLEM
INTERIM EXECUTIVE DIRECTOR

DATE: Apr 23, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Apr 23, 2026 10:44:38 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 29, 2026 09:31:12 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

CONSUELO'S PLACE
Emergency Homeless Shelter

BOARD OF DIRECTORS
Peter Ives
President
Ives Enterprises

Ramos Tsosie
Secretary
Mobile Integrated Health Office (Retired)

Kathleen Tunney
Treasurer
Christus St. Vincent

Kate Field, LPCC
Santa Fe Crisis Center

Beverly Kellam
Interfaith Community Shelter

Lara Yoder
St. Elizabeth's Shelter

Lynne Canning
Board Member

Jefty Prather
Board Member

STAFF LEADERSHIP
Michele Williams
Executive Director

Consuelo's Place provides non-congregate shelter for vulnerable individuals and families who are transitioning into permanent housing or whose unique circumstances make it difficult to succeed in a congregate setting; and provides life-stabilizing services for those individuals.

March 9, 2026

Kristen Woods

Program Manager, Youth and Family Services Division

Community Health and Safety Department

City of Santa Fe
Santa Fe, NM 87501

Dear Ms. Woods:

The Consuelo's Place Board of Directors voted unanimously to begin the process of securing 501(c)(3) status for the organization. The Board is committed to building on Consuelo's progress and momentum to become a stand-alone nonprofit organization. While we are excited to become an independent entity, we also want the transition to be well-planned, stable, and purposeful so that services to vulnerable community members are not disrupted. On August 13th, 2025, we received our award letter from the IRS and our EIN (85-2153577), granting us our official 501(c)(3) status.

In light of this transition, we respectfully request that Interfaith Community Shelter's Professional Services Agreement with the City of Santa Fe (Munis Contract #3250019), which supports operations at Consuelo's Place, be renewed for FY 2026–2027. We further request that the Agreement include a provision allowing it to be amended during FY 2026–2027 to Consuelo's Place so it has the legal and fiscal capacity to act as the operator of the non-congregate shelter at 1600 St. Michael's Dr. Building 7.

Additionally, we request that the City of Santa Fe continue the existing facility use and location agreement for Consuelo's Place at 1600 St. Michael's Drive, Building 7, under the current conditions by which the City serves as landlord. Maintaining the existing site arrangement during this transition period will ensure continuity of services for clients and operational stability for staff while the organization completes its transition to independent nonprofit status.

Consuelo's Place remains deeply committed to serving Santa Fe's most vulnerable residents, including individuals with disabilities, seniors, and families experiencing homelessness who require non-congregate shelter and supportive services. We greatly appreciate the City of Santa Fe's continued partnership and support during this important stage of our organizational development.

CONSUELO'S PLACE
Emergency Homeless Shelter

We welcome the opportunity to discuss this request further and provide any necessary documentation to facilitate the renewal and any future amendment of the agreement.

Consuelo's Place is exempt from federal income tax under Internal Revenue Code (IRC) Section 50l (c)(3) recognition. Our EIN # is 85-2153577 and we are exempt from paying GRT.

Thank you for your consideration, and we look forward to your response.

Sincerely,

Michele Williams
Executive Director
michele@consuelosplace.org
505-577-0974

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		HHN 8532597	12/1/2025	12/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			HHN 8532597	12/1/2025	12/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.117	11/1/2025	11/1/2026	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			HHN 8532597	12/1/2025	12/1/2026	Limit	1,000,000
A	Professional Liab			HHN 8532597	12/1/2025	12/1/2026	Aggregate	2,000,000

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

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

Primary and Noncontributory
10 day cancellation

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $20,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

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A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V - Definitions** is deleted and replaced with the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

f. Misappropriation of advertising ideas or style of doing business;

g. Infringement of copyright, title, or slogan; or

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

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

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

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The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

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

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

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

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This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. **Section V - Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

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c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C - Medical Payments**.

(b) "Bodily Injury" to:

(i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your "volunteer worker", or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(1) Your ongoing operations performed for such Additional Insured; or

(2) Such Additional Insured's financial control of you; or

(3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(4) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

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(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e)**. does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(a) Currently in effect or to become effective during the term of this policy; and

(b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

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(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured - Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b)(i)** or **(b)(ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

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

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

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

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITION ENDORSEMENT - TWO OR MORE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

Two or More Coverage Forms or Policies Issued By Us.

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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CITY OF SANTA FE

The Purchasing Memo

Date: July 9, 2025

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

From: Kristen Woods, Youth and Family Services Program Manger

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

Subject: Consuelo's Place Fiscal Sponsorship

Vendor Name: Interfaith Community Shelter Group LLC

Munis Vendor Number: 3783

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Services Contract 24-0490 With Fiscal Sponsorship of Consuelo's Place in the Total Amount of $1,530,000 and Extend the Term Through June 30 2026 to Provide Case Management and Property Management Services . (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250019.

BACKGROUND AND SUMMARY:

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. In 2023, The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces. On March 27th, Consuelo's Place has requested an extension of their Fiscal Sponsorship and additional funding under Contract 33250019.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

Budget Officer / Designee: Andy Hopkins **Date:** 07/14/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This was procured through MUNIS RFP #24018.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☐ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☐ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Item#
Munis Contract#_
Original Contract Item# 350019
SWPA/GSA/Coop/RFP/ITB #: RFP# 24081

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM#

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 2nd, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Interfaith Community Shelter Group, 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 act as Fiscal Agent to provide oversight over the operations at Consuelo's Place shelter.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows: 1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Seven Hundred and Eighty Thousand Dollars ($780,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed One Million, Five Hundred and Thirty thousand dollars ($1,530,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling One

Hundred Fifteen Thousand Seven Hundred Eighty-Eight Dollars and Fifty-Six Cents ($115,788.56) shall be paid by the City to the Contractor at the rate of 8.1875%. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Five Hundred Thirty Thousand Dollars $1,530,000. 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.

. 2. TERM.

Article 4 of the Contract is amended to extend the Term of the contract so that Article 4, reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2026 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

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. 1 to the Contract as of the dates set forth

below.

CITY OF SANTA FE:

Alan Webber (Aug 1, 2025 21:39:05 MDT)

ALAN WEBBER, MAYOR

DATE: 08/01/2025

CONTRACTOR:

Korina Lopez

Korina Lopez (Jul 7, 2025 13:31 MDT)

KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: 07/07/2025

CRS#

Registration #

ATTEST:

ANDREA SALAZAR (Aug , 2025 12:59:23 MDT)

CITY CLERK

GB MTG 07/30/2025

CITY ATTORNEY'S OFFICE:

Kyle Hibner

Kyle Hibner (Jul 8, 2025 09:56 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Interfaith Community Shelter Group Amendment 1

Final Audit Report 2025-07-08

Created:	2025-07-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPsdsOF_Hejt8gx7q73-ki5Y4EmC_TIeX

"Interfaith Community Shelter Group Amendment 1" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-07-07 - 5:42:41 PM GMT- IP address: 63.232.20.2

Document emailed to korina@interfaithshelteresf.org for signature
2025-07-07 - 5:43:25 PM GMT

Email viewed by korina@interfaithshelteresf.org
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Signer korina@interfaithshelteresf.org entered name at signing as Korina Lopez
2025-07-07 - 7:31:54 PM GMT- IP address: 73.98.96.96

Document e-signed by Korina Lopez (korina@interfaithshelteresf.org)
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Signer kjhibner@santafenm.gov entered name at signing as Kyle Hibner
2025-07-08 - 3:56:14 PM GMT- IP address: 63.232.20.2

Document e-signed by Kyle Hibner (kjhibner@santafenm.gov)
Signature Date: 2025-07-08 - 3:56:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-08 - 3:56:16 PM GMT

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CONSUELO'S PLACE
Emergency Homeless Shelter

BOARD OF DIRECTORS

Peter Ives
President
Ives Enterprises

Ramos Tsosie
Secretary
Mobile Integrated Health Office (Retired)

Kathleen Tunney
Treasurer
Christus St. Vincent

Kate Field, LPCC
Santa Fe Crisis Center

Beverly Kellam
Interfaith Community Shelter

Lara Yoder
St. Elizabeth's Shelter

STAFF LEADERSHIP

Michele Williams
Shelter Manager

Consuelo's Place provides non-congregate shelter for vulnerable individuals and families who are transitioning into permanent housing or whose unique circumstances make it difficult to succeed in a congregate setting; and provides life-stabilizing services for those individuals.

May 2, 2025

Henri Hammond-Paul
Kristen Woods
Office of Community Health and Safety
City of Santa Fe
Santa Fe, NM 87501

Dear Mr. Hammond-Paul and Ms. Woods:

The Consuelo's Place Board of Directors voted unanimously to begin the process of securing 501(c)3 status for the organization. The Board is committed to building on Consuelo's progress and momentum to become a stand-alone organization. While we are excited to become an independent organization, we also want the transition to be well-planned and purposeful.

The Board is finalizing our Form 1023 to the Internal Revenue Service with the intention to file by March 31, 2025. The timeline of our transition is being developed and will, to some extent, be contingent on the timeliness of the IRS's approval of our Form 1023 and additional logistics. In light of this transition, we formally request that Interfaith Community Shelter's Professional Services' Agreement with the City of Santa Fe, Munis contract #3250019, to support Consuelo's Place, be renewed for FY 2025-2026 with the caveat that the Agreement can be amended at some point during FY 2025-2026 when Consuelo's Place has the legal and fiscal ability to act independently. Additionally, we have projected finances for services for FY 2025-2026 to increase by an estimated $50,000. If it is desirable for Consuelo's Place to contribute to any "Code Blue" servicing, we ask for added funds of $15,000 be included in this contract. In summary, a total of $815,000 is requested for amendment to adequately provide all services currently offered by Consuelo's Place.

Consuelo's Place remains committed to serving our community's most vulnerable populations, and we greatly appreciate the City of Santa Fe's continued partnership and support. We welcome the opportunity to discuss this request further and provide any necessary documentation to facilitate the

amendment process.

Thank you for considering our request, and we look forward to your response.

Sincerely,

Michele Williams

Michele Williams
Shelter Manager

cc: Julie Sanchez

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are addtional insurace on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory
10 day cancellation

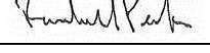
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $20,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

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A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V - Definitions** is deleted and replaced with the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

f. Misappropriation of advertising ideas or style of doing business;

g. Infringement of copyright, title, or slogan; or

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

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

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

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The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

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

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance.**

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION **I**) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance.**

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. **Section V - Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

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c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C - Medical Payments.**

(b) "Bodily Injury" to:

(i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your "volunteer worker", or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(1) Your ongoing operations performed for such Additional Insured; or

(2) Such Additional Insured's financial control of you; or

(3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(4) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e)**. does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(a) Currently in effect or to become effective during the term of this policy; and

(b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

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(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured - Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b)(i)** or **(b)(ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

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

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

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

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITION ENDORSEMENT - TWO OR MORE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

Two or More Coverage Forms or Policies Issued By Us.

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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City of Santa Fe, New Mexico
Memorandum

DATE: July 15th, 2025

TO: Mark Scott, City Manager MS

VIA: Henri Hammond-Paul,
Community Health and Safety Director HH

FROM: Kristen Woods, Program Manager KW

SUBJECT: Retro-Active approval for Consuelo's Place Contract Amendment #1

ITEM & ISSUE:
Request for Approval of a Retro-Active amendment (Per Page 31 of the Purchasing Manual) for Fiscal Sponsorship of Consuelo's Place Amendment #1 to Professional Services Agreement Item #24-490 which expired on June 30th, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment
The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts. Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.
For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:
Page 32 of 37
A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott (Jul 15, 2025 18:00 MDT)

Mark Scott, City Manager

Henri Hammon-Paul, CHS Director

CITY OF SANTA FE

DATE: July 17, 2024

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Maria Sanchez Tucker, Community Services Department Director MT
Johanna Nelson, Office of Affordable Housing Interim Director
Julie Sanchez, Director, Youth and Family Services Division

FROM: Kristen Woods, Youth and Family Services Program Manager KW

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Interfaith Community Shelter LLC for Fiscal Sponsorship and Oversight of Operations of Consuelo's Place Emergency Non-congregate Shelter in the Total Amount Not to Exceed $750,000 including NMGRT through June 30, 2025 (Kristen Woods, Youth and Family Services Program Manager krwoods@santafenm.gov)

BACKGROUND AND SUMMARY

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. A primary goal was to mitigate the potential for a COVID outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. The New Mexico Coalition to End Homelessness (NMCEH) took on the role of fiscal sponsor for the shelter, hiring staff, securing insurance, security and maintenance contracts, managing the invoicing process and applying for additional operational funding.

In late 2023 NMCEH reached out to the City of Santa Fe's Office of Affordable Housing and formally requested to no longer be the fiscal sponsor of Consuelo's Place due to their capacity to oversee operations. The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor. NMCEH requests a release of obligation to Consuelo's Place by the end of July 2024.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces.

The City's Youth and Family Services Division in partnership with the S3 funders collaborative will work with Interfaith to ensure a smooth transition plan for the residents and staff of Consuelo's Place.

PROCUREMENT METHOD:
The Office of Affordable Housing released RFP # 24081; Fiscal Sponsorship and Operations of Consuelo's Place, which expires June 30, 2025.

CONTRACT NUMBER:
The FY25 Munis Contract Number is **3250019**

FUNDING SOURCE:
The funding source is Human Services Fund
Fund Name/ Number: Fund 240
Munis Org Name/ Number: Human Services/ 2400122
Munis Object Name/ Number: Grants and Services/ 510400

ACTION REQUESTED:

The Office of Affordable Housing and Youth and Family Services Division respectfully requests your review and approval.

Signature: KRISTEN WOODS

Email: krwoods@santafenm.gov

Signature: Maria Tucker

Email: metucker@santafenm.gov

Signature: Johanna Nelson

Email: jcnelson@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter Group, Inc

Procurement/contract Title: Fiscal Sponsorship and Operations of Consuelo's Place

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Community Services Staff Name: Julie Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☒	☐	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☒	☐	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Justin Gonzales Department Point of Contact	Contracts Administrator Title	07/19/24 Date
Maria Sanchez-Tucker Department Director		07/19/24 Date
JoAnn Lovato Montano JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT) Chief Procurement Officer		Jul 22, 2024 Date
_____ ITT Representative	_____ Title	_____ Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250019 Procurement # (RFP/ITB# If any): # 24081 RFP

Contractor: Interfaith Community Shelter Group, Inc

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Fiscal Sponsorship and Operations of Consuelo s Place

Contract: ☑ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: when signed Term End Date: June 30, 2024 Total Contract Amount: $750,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: Professional Services

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

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

3. Procurement History: #24081 RFP

JoAnn Lovato Montano
JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: New agreement as of July - Reissued RFP

4. Funding Source: Human Services **Org / Object:** 2400122/510400

Andy Hopkins

Budget Officer Approval: Date:

Comment & Exceptions: Funded through General Funds

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Julie Sanchez Phone #: 505-955-6678

To be recorded by City Clerk:
Clerk # _____
Date of Execution: _____

Email: _____

ITT Representative (attesting that all information is reviewed) Title Date

From:	DUTTON-LEYDA, TRAVIS K.
To:	MINNICH, CODY J.; SANCHEZ, KATHY S.
Cc:	LADD, ALEXANDRA G.; TUCKER, MARIA E.; SANCHEZ, JULIE J.
Subject:	RE: RFP for Consuelo"s operations
Date:	Thursday, January 4, 2024 11:09:46 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 any IT components, send it to ereview@santafenm.gov to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement/contract request for processing.
- 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

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

From: MINNICH, CODY J. <cjminnich@santafenm.gov>
Sent: Wednesday, January 3, 2024 2:57 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>
Cc: LADD, ALEXANDRA G. <agladd@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RFP for Consuelo's operations

Hi Travis and Kathy,

We are planning to issue an RFP for an operator for Consuelo's Place Shelter (the emergency non-congregate shelter at Midtown) – contract period starting 7/1/2024. NM Coalition to End Homelessness is the current fiscal agent for the shelter and do not want to continue in this role past 6/30/24. Below is a draft scope of work. It will likely be changed a bit, but not substantively. The budget for the yearly operations of the shelter is roughly $900k. Is an RFP the correct route to go for this? Would you be able to meet sometime in the next week or two to discuss?

The Contractor shall perform the work as follows:

A. Provide 24/7 staffing for "Consuelo's Place Shelter" to be operated at its current location documented as follows:

a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.

C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.

F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.

G. Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.

H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!
Cody

Cody Minnich (he/him)
Office of Affordable Housing
Community Development Department
City of Santa Fe
123 Marcy Street, Suite 205
Santa Fe, NM 87501
O: (505) 955-6574
C: (505) 819-1194

CITY OF SANTA FE

From:	Matt Loehman
To:	MINNICH, CODY J.
Cc:	CANDELARIA MARTINEZ, TONIETTE O.; LADD, ALEXANDRA G.
Subject:	Re: Horizons first right of refusal
Date:	Thursday, January 4, 2024 12:04:30 PM

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

Good afternoon Cody,

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

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

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

On Thu, Jan 4, 2024 at 11:58 AM MINNICH, CODY J. <cjminnich@santafenm.gov> wrote:

> Good morning, Matt,
>
> We are preparing a Request for Proposal (RFP) for an operator of a non-congregate homeless shelter. The scope of work is below. Is this service on Horizon's approved list, or can we proceed developing the RFP?
>
> The Contractor shall perform the work as follows:

A. Provide 24/7 staffing for "Consuelo's Place Shelter" to be operated at its current location documented as follows:

a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.

C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.

F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.

G. Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.

H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!

Cody Minnich (he/him)

Office of Affordable Housing

Community Development Department

City of Santa Fe

123 Marcy Street, Suite 205

Santa Fe, NM 87501

O: (505) 955-6574

C: (505) 819-1194

CITY OF SANTA FE

Item #: 24-0490
Munis Contract #: 3250019
SWPA/GSA/Coop/RFP/ITB#: RFP 24081

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 **INTERFAITH COMMUNITY SHELTER GROUP, INC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. **Scope of Work**

The Contractor shall act as Fiscal Agent to provide oversight over the operations at Consuelo's Place shelter to ensure that there is a staffing to complete the following work:

A. Provide 24/7 staffing for "Consuelo's Place Shelter" (Shelter) to be operated at 1600 St Michaels Drive, Building 7/St Michael's Hall (Current Location) documented as follows:
   a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;
   b. Time sheets or other form of payroll tracking are required and the number of hours in the payroll must match the hours in the payroll tracking.
   c. Within a month of execution of this contract, Contractor will provide to the City a staffing plan and time commitments (by percentage of a Full Time Employee (FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services. Develop additional programming as needed.
C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.
D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment, Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.
b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into the Homeless Management Information System (HMIS) (depending on Contractor's level of HMIS and CES Access).
c. Select from the NM CES prioritized list to fill openings when appropriate.
d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Adhere to the Built for Zero methodology adopted by the City and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH, and commit to quality improvement practices.

F. Work with each client to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.

G. Work with City staff to finalize a lease agreement for continued use of the facilities at the Current Location, subject to extensions as needed, to be implemented within 60 days of execution of this contract.

H. Develop a relocation plan for the closure of the Current Location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.

I. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing.

2. <u>Standard of Performance; Licenses</u>

A. The Contractor does hereby accept its designation as a professional service, rendering services related to oversee the operations at Consuelo's Place shelter 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. <u>Compensation</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed seven hundred fifty thousand ($750,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed seven hundred fifty thousand ($750,000). 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.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. Termination

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

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 12 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 12 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 12 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 **RFP** 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: Youth and Family Services Division
Community Health and Safety Department
PO Box 909
Santa Fe, NM 87504-0909

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

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

Alan Webber (Aug 2, 2024 16:57 MDT)

ALAN M. WEBBER, MAYOR

DATE: Aug 2, 2024

CONTRACTOR:
INTERFAITH COMMUNITY SHELTER GROUP, INC

Korina Lopez (Jul 18, 2024 18:14 MDT)

KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: Jul 18, 2024

CRS#: 03-1132553-007

Registration #: 222294

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 07/31/2024 XIV

CITY ATTORNEY'S OFFICE:

Jul 18, 2024

REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

Emily K. Oster

FINANCE DIRECTOR

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2024

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Melanie Martinez
PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: melanie.martinez@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Regional Insurance Company	29580
INSURER B : New Mexico Employer's Assurance Company	13674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Interfaith Community Shelter Group Inc.
PO Box 22653
Santa Fe, NM 87502

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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		HHN 8532597	12/1/2023	12/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			HHN 8532597	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			HHN 8532597	12/1/2023	12/1/2024	EACH OCCURRENCE	$ 1,000,000
	DED RETENTION $						AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.115	11/1/2023	11/1/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			HHN 8532597	12/1/2023	12/1/2024	Each Claim	1,000,000
A	Professional Lia			HHN 8532597	12/1/2023	12/1/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

RE:

2020 Ford F250 1FT7W2B64LED39409

2020 Shower Trailer Classic Series 7K6L001246

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

Owner: KENNETH SEMAON

License Number: 222294

Issued Date: January 31, 2024

Expiration Date: January 31, 2025

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

GB Consuelos_Place Amend 1..

Final Audit Report 2025-07-17

Created:	2025-07-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAicCn6op47UZm9RYVldgKZmwnu9ZA3MI9

"GB Consuelos_Place Amend 1.." History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-07-10 - 8:46:49 PM GMT- IP address: 63.232.20.2

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
2025-07-10 - 8:50:30 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 9:00:38 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 9:02:54 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
2025-07-14 - 9:02:59 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-14 - 11:40:11 PM GMT - Time Source: server- IP address: 129.222.67.170

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-14 - 11:40:15 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-14 - 11:54:19 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-07-17 - 0:39:17 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-17 - 0:39:17 AM GMT

Signature: 

Email: xivigil@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: May 13, 2026

To: Governing Body

From: Erica Renaud, Sustainability Supervisor, Conservation & Sustainability Division (CSD) ER

Via: Jesse Roach, Interim Public Utilities Director JR
Christine Chavez, Conservation & Sustainability Director CyC

Subject: Homewise Community Energy Efficiency Development (CEED) Contract

Vendor Name: Homewise, Inc.

Munis Vendor Number: 2481

ITEM AND ISSUE:

The Conservation & Sustainability Division in Public Utilities respectfully requests your review and approval of professional services established using Santa Fe County's contract with Homewise and a Budget Adjustment Resolution (BAR) in the total amount of $1,254,170.00 to administer their Community Energy Efficiency Development (CEED) grant. The City of Santa Fe's contract with Homewise will not exceed $1,254,170 inclusive of NM GRT for administering the CEED program for a term duration of 05/26 to 12/27. Contract amount thresholds for both the Santa Fe County and the City of Santa Fe were established based on the amounts awarded by the New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM) CEED grant.

CONTRACT NUMBER:

The FY25-26 Munis contract number is 3260406.

BACKGROUND AND SUMMARY:

The Community Energy Efficiency Development (CEED) grant, funded through the New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM), enables the City of Santa Fe's Conservation & Sustainability Division to deliver comprehensive energy efficiency and electrification upgrades to income-qualified households in Census Tracts 12.02, 12.03, and 12.05 by reducing energy burden, improving housing quality, and advancing the City's carbon neutrality goals. The City has selected Homewise to administer the grant due to its proven track record as a trusted, community-based organization with extensive experience in home repair, energy efficiency, and affordable housing services. Through its Energywise program, Homewise brings established contractor networks, program delivery infrastructure, and demonstrated success managing similar funding, including large-scale home improvement and energy initiatives for low-income residents. This partnership allows the City to efficiently implement CEED by leveraging Homewise's expertise and capacity, while also integrating additional resources such as community solar and state and federal rebate programs to maximize impact for participating households. The grant is fully funded by the State of New Mexico and requires no City matching funds.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: RESCONSV / 230

Munis Org Name/Number: Clean Energy/2300331

Munis Object Name/Number: Grants & Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

This is an existing contract procurement method NMSA 1978, Section 13-1-129 applies. See Attachment F.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/04/2026

AP
AP (May 27, 2026 13:21:59 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No

If yes, what is the issuing agency: New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM)

Approval: ERIKA LUJAN
ERIKA LUJAN (May 27, 2026 14:59:56 MDT) **Title:** Grants Manager **Date:** 05/27/2026

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: Project ID: ESD2623000; Grant ID: S2637

Approval: Erika Luhan **Title:** Grants Manager **Date:** 12/08/2025

Comment/Exceptions:

Contract Administrator for the Public Utilities Division: Amanda Britt apbritt@santafenm.gov

ATTACHMENTS:

1. Certificate of Insurance (CoI) Homewise
2. City of Santa Fe Professional Services Contract: Homewise CEED Contract
3. Budget Adjustment Resolution (BAR)
4. Project Ledger: Project ID: ESD2623000; Grant ID: S2637
5. State of New Mexico Governmental Services Agreement Between the State of New Mexico, Energy, Minerals and Natural Resources Department and City of Santa Fe: SHARE No.26-521-0220 (with Notice to Proceed Letter, Ordinance and signed GSA)
6. County of Santa Fe Professional Services Contract: Homewise CEED Contract

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2026

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: julia.bland@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Company	20230
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Homewise Inc
1301 Siler Rd Building D
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		CLP8361218	5/23/2025	5/23/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CLP8361218	5/23/2025	5/23/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			CXS9657964	5/23/2025	5/23/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	5950133	12/3/2025	12/3/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL001192-1025 - Eff: 10/23/2025 - 10/23/2026 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2025 - 10/1/2026 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
201 W. March St.
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923804 - Eff: 12/3/2025 - 12/3/2026 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2025 - Eff: 10/4/2025 - 10/4/2026 - Arch Specialty Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

   However, the insurance afforded to such additional insured described above:
   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

   This insurance does not apply to:

   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

   However, the insurance afforded to such additional insured described above:

   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. An express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
      2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

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

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

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

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

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

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

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

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

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

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

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

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

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word "fire" is changed to "fire, sprinkler leakage or explosion" where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

"Property damage" to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2) Premises you give away or abandon, if the "property damage" arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of "your work".

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

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

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

SECTION I - COVERAGES, Coverage A, Exclusion **I.** Damage to Your Work, is replaced with the following:

1. Damage to Your Work

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

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

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2.** and **3.** of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

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

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

   a) Less than 60 feet long; and

   b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

   a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

   b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. **EXCLUSIONS**

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

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

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

   We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
5. The insurance under the Voluntary Property Damage shall not apply:
   - **a.** To "loss" of property at premises owned, rented, leased, operated, or used by you;
   - **b.** To "loss" of property while in transit;
   - **c.** To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
   - **d.** To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
   - **e.** To "loss" of property included within the "Products/Completed Operations Hazard";
   - **f.** To "loss" of property which is an "auto" or "mobile equipment."
   - **g.** To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE *

Person or Organization and Address

City of Santa Fe
201 W. March St.
Santa Fe, NM 87501

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*** (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

1. If we cancel this policy, we will mail notice of cancellation to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Except for non-payment of premium, notice will be sent at least 30 days before the effective date of cancellation. If the policy is cancelled for non-payment of premium, notice will be sent at least 10 days before the effective date of cancellation.

2. If we decide not to renew this policy, we will mail notice of nonrenewal to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Notice will be sent at least 30 days before the effective date of nonrenewal.

3. Failure to send notice of cancellation or nonrenewal, or failure to allow the number of days notice stated above, shall impose no obligation or liability of any kind upon us, our agents or representatives.

SIGNED BAR ATTACHED AT THE BOTTOM

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities: Environmental Services	5/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2300331	510400	ESD2623000	1,254,170	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Energy and Minerals Department Revenue for ECAM	2300331	490200	ESD2623000		1,254,170
				$ 1,254,170	$ 1,254,170

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Increase of budget authority to liquidate grant funding for Energy Retrofit, Adminstration:ECAM Share No. 25-521-0300-0155, CEED Community Efficiency Development. Expires 12/31/2027

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

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

Erica Renaud
Erica Renaud | May 13, 2026 10:59:43 MDT
Prepared By *{print name}* Date

christine chavez
Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: November 26, 2025

Project Title: Community Energy Efficiency Development (CEED) Grant

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: ESD2623000

Grant ID: S2637

Approved By: ERIKA LUJAN (Dec 8, 2025 08:26:12 MST)

CT (Finance Use Only)

Department: Public Utilities - CSD Project Manager: Erica Renaud Ext: 4222

Project Date Range: 2025 to December 31, 2027 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: EMNRD - ECAM % of Funding: 100

MUNIS ORG: 2300331 MUNIS OBJ: 490200 Awarded Amount: $1,254,170.00

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: Energy Retrofit, Administration MUNIS ORG: 2300331 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: GSA NM EMNRD ECAM Share #25-521-0300-0155 Awarded Amount: $1,254,170.00

AR Charge Code: 2300331.490200 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700006 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

STATE OF NEW MEXICO
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Erin Taylor
Acting Cabinet Secretary

Rebecca 'Puck' Stair, Director
Energy Conservation and Management Division

April 8, 2026

Erica Renaud
Conservation and Sustainability Division
City of Santa Fe
via email: enrenaud@santafenm.gov

RE: Notice to Proceed on work related to Community Energy Efficiency Development Program project (SHARE No.26 521-0300-0233)

Dear Erica,

Enclosed for your files is a fully-executed Governmental Services Agreement (GSA) for work on the Community Energy Efficiency Development (CEED) Program through the New Mexico Energy, Minerals and Natural Resources Department, Energy Conservation and Management (ECAM) Division.

Please feel free to contact me if you have any questions. We look forward to working with you on the successful completion of this project.

Sincerely,

Edward McIlvain
Program Manager – Green Buildings
Energy Conservation and Management Division
Energy, Minerals & Natural Resources Department
(505) 607-5311
Edward.mcilvain@emnrd.nm.gov

SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
HOMEWISE, INC.

This Agreement is entered into this 16th day of October 2025, between **Santa Fe County**, a political subdivision of the state of New Mexico (the "County"), and **Homewise, Inc.**, 1301 Siler Rd., Bldg. D, Santa Fe, NM 87507 (the "Administrator").

Background

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, competitive, sealed proposals were solicited by a formal RFPs by No. 2025-0055-CDD/TJ to procure these services; and

WHEREAS, the County requires a community-based organization to administer the Santa Fe County Home Rehabilitation Energy Efficiency (HREE) and Community Energy Efficiency Development (CEED) programs to provide home rehabilitation and energy efficient improvements for low to moderate income County residents; and

WHEREAS, based upon the evaluation criteria in the RFP for selecting the most qualified offeror, the County has determined the Administrator as the most responsive and highly rated offeror; and

WHEREAS, the County requires the services of the Administrator, and the Administrator is qualified and willing to provide the services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. ADMINISTRATOR'S SERVICES

Attached are Santa Fe Resolution No. 2024-062 and Santa Fe County Ordinance No. 2025-01 (see Attachments A and B) for the Administrator's reference in performing the services under this Agreement and administering the CEED and HREE programs. The Administrator's Services are as follows:

A. Household Eligibility and Application Assessment

1) Utilize the Neighborly Software for processing applications and document collection. Evaluate applicants for completeness using basic household demographic information, supporting income documentation, and self-reported household conditions.

2) Deny applications that do not meet program criteria, request additional information for incomplete applications, and notify the County of all program-eligible applicants. Program criteria include:
   i. Area Median Income (AMI) cannot exceed 100% for any projects projected to draw down project funds.

ii. Property must be owned by applicant.
iii. Property must be applicant's primary residence; Administrator will refer landlords seeking to make upgrades drawing on CEED and/or HREE capital.
iv. Property must be located within the project region.
v. Administrator will not proceed with work on any project unless the applicant's property tax bill is current.

B. Participant Ranking and Prioritization

1) Rank eligible households that have been preapproved and referred by the County using a Vulnerability Index to determine the order of project deployment. The prioritization of applicants will be determined by utilizing a vulnerability index/point scale. Below is the point scale being used:

Key:	Points:
AMI under 65%	1
Age 62 or over	1
Children in HH under 18	1
More than two children under 18	1
Disabled individuals	1
Health or safety issues that meet thresholds	1

Should there be multiple applicants who receive the same number of points, priority will be established by AMI where the lowest AMI household gets the highest priority.

C. Coordination of Home Assessments and Energy Audits

1) Conduct home assessments/energy audits (referred to as Energywise Roadmaps) for all eligible applicants, to be completed by either Administrator Energy Coach or a third-party inspector. Where feasible, Administrator will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Train (NM HEAT) program in home assessment activities. The Energywise Roadmap notes the condition of the home and lists the energy-efficiency improvements needed to provide a reduction in housing costs though long-term decreases in utility expenses. Prior to conducting the home assessment, Administrator may inquire and/or verify the eligible applicant's homeowner's insurance status and refer those applicants who do not meet the requirements back to the County.

D. Development of Household Level Scopes of Work

1) Work with the homeowner to develop a scope of work that includes both proposed energy efficiencies measures identified in the Energywise Roadmap and associated funding sources (HREE, CEED, rebates, tax credits, etc.). Administrator will work with the homeowner to prioritize interventions that address long term livability, mitigate substandard living condition, connect to utilities, allow for equitable access to current occupants based on disability status, and/or provide a reduction in housing costs through longer-term decreases in utility expenses.

2) Identify and integrate all applicable Home Energy Rebates (HER) and Home Electrification Appliance Rebates (HEAR), as to make client aware of potential state and federal tax credit opportunities, and blend CEED and HREE capital to address as much of the scope of work as possible.

3) Identify the source of capital for each proposed activity to adhere to all CEED and HREE program requirements including approved activities and intervention specific funding caps as documented within GSA 25-521-0300-0140 (see Attachment C: Energy Conservation Measure Improvements).

4) Where the Energywise Roadmap indicates the presence of residential hazards like mold, asbestos, lead-based paint or ground water contaminants Administrator will notify the County. The Administrator's Services under this Agreement do not include hazard mitigation.

E. Subcontractor Solicitations, Reviews and Approval of Bids

1) For all projects Administrator will develop a list of qualified contractors approved by the County, preferably from the Statewide Price Agreement No. 30-00000-23-00070 (Attachment D). The Administrator will provide the list to the homeowner, who will solicit bids directly; Administrator will provide assistance with this process if the homeowner prefers. The contractors will submit bids based on the scope of work to the Administrator and homeowner indicating specific measures and associated costs. The Administrator will review bids with the homeowner to refine bids to meet funding and energy constraints in selecting a contractor. Administrator will provide the County with copies of all bids received. Finalizing the approved bid will include signatures from the Administrator, contractor and homeowner.

F. Project Funding

1) Provide the County with the final bid prior to the commencement of each project. Upon final approval, the County will provide Administrator with a loan packet for each homeowner, which much be signed before any work begins.

2) The County will hold the lien for each loan originated under this program. The County will record the mortgage and note for each project. The County is responsible for all post-funding compliance.

G. Administrator Coordination and Management of Contractors

1) During construction the Administrator will request and manage status updates from the contractors and notify the County of any issues or request change orders. Administrator will convey to the contractors the requirement in Section 10 below (Release), that any receipt of payment due to a contractor serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

2) Contractors will be required to maintain detailed project records and provide a quarterly report to the County, including without limitation the number of completed and in-process projects total CEED and HREE capital and demographics of households. Contractors will provide, as requested by the County, approved scopes of work and Energywise Roadmaps for specific households.

3) At completion, Administrator will conduct a final walkthrough, confirm all tasks outlined within the scope of work have been completed, and collect a certificate of completion signed by the client, contractor, and Administrator. Contractors will sign lien waivers upon receiving final payment. For CEED project following the completion of projection the Administrator will schedule and contract a second energy audit to validate project actions and efficiency improvements.

4) After Administrator has collected the Certificate of Completion, signed by both homeowner and contractor, Administrator will provide the certificate to the County. The County will issue payment directly to the contractor.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in Section 1 (Administrator's Services) will be completed to the County's satisfaction and for the amount stated in Section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Administrator's Services. Any changes to the Administrator's services must be made by written amendment.

C. The County may require Administrator to expand its services to include other departments and divisions of Santa Fe County.

3. COMPENSATION, INVOICING AND SET-OFF

A. The County shall pay the Administrator according to the following terms:

1) The total compensation payable to the Administrator for the term of this Agreement will not exceed **$424,500.00**, *exclusive* of NM GRT.

2) The amount is a maximum and not a guarantee that the services and work assigned to be performed by the Administrator under this Agreement shall equal the amount stated herein. The parties do not intend for the Administrator to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Administrator when the services provided under this Agreement reach the total compensation amount. In no event will the Administrator amount without this Agreement being amended in writing.

B. The Administrator must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make payment until the County issues a written certification accepting the services.

1) The County's representative for certification of acceptance or rejection of services is Denise Benavidez, Deputy Community Development Director, (505) 986-6264, e-mail debenavidez@santafecountynm.gov, or other individual as may be designated by the County.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days

of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Administrator breaches this Agreement, the County may, without penalty, withhold payments due the Administrator for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Administrator will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

A. This Agreement will become effective on the date of last signature by the parties and will terminate one year from the date of last signature, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations). After the initial term the parties may agree to extend the term in one-year increments for a maximum of four years.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Administrator written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Administrator's receipt of the notice. The County will pay the Administrator for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Administrator after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Administrator. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Administrator for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed,

budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Administrator in any way, or forum, including a lawsuit.

7. INDEPENDENT ADMINISTRATOR

The parties intend that the Administrator and its agents and employees will be independent Administrators and not employees or agents of the County. Accordingly, the Administrator and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Administrator has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE ADMINISTRATOR

A. The Administrator must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Administrator must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Administrator to a non-party in violation of this Agreement will be void.

9. ADMINISTRATOR'S PERSONNEL

A. The services in section 1 (Administrator's Services) must be performed by the Administrator or under its supervision.

B. The Administrator states that it has, or will secure at the Administrator's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Administrator's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement. The contractors' receipt of any payments due under this Agreement also serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

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

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Administrator acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Administrator states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Administrator agrees to abide by federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Administrator must not discriminate against any person with regard to employment with the

Administrator or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Administrator acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Administrator will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Administrator acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Administrator agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Administrator also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Administrator shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Administrator's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Administrator's obligations under this indemnification section will not be limited by the terms of the insurance policy the Administrator is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County: Santa Fe County Community Development Department
Attn: Denise Benavidez, Deputy Community Development Director
240 Grant Avenue
Santa Fe, New Mexico 87501-2061

The Administrator: Homewise, Inc.
Attn: Johanna Gilligan, Chief External Affairs Officer
1301 Siler Rd, Bldg D
Santa Fe, New Mexico 87507

23. ADMINISTRATOR REPRESENTATIONS

The Administrator represents that:

A. This Agreement is duly authorized by the Administrator, the person signing this Agreement has authority to do so, and, once signed by the Administrator, this Agreement will constitute a binding obligation of the Administrator.

B. The terms of this Agreement do not conflict with Administrator's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Administrator is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. ADMINISTRATOR'S INSURANCE

A. General. The Administrator must submit evidence of insurance as is required in this section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Administrator must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will include coverage for all services for work performed for the County by the Administrator; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the Administrator's policy.

C. Workers' Compensation Insurance. Administrator will comply with the provisions of the Workers' Compensation Act.

D. Errors and Omissions. Administrator must procure and maintain during the term of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,500,000.00 per claim, $2,500,000.00 per aggregate.

E. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, the Administrator must increase the maximum limits of any insurance required under this Agreement.

F. Administrator may use a combination of its underlying insurance policies and its excess insurance policies to meet the insurance requirements described above.

27. PERMITS AND FEES

Administrator will procure all permits, licenses, and pay all fees associated with the performance of the services and the Administrator's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Administrator must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:

Camilla Bustamante, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

8/18/2025
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

9/17/2025
Date

ADMINISTRATOR – HOMEWISE, INC.

Signature

9/18/25
Date

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Homewise CEED 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 Homewise, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129 ; and

WHEREAS, the City received an Conditional Award Acceptance from the State of New Mexico Energy Resources and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM) Community Energy Efficiency Development (CEED) program SHARE No. 25-521-0300-0155 on April 19, 2024 for its proposal "City of Santa Fe Low-Income Household Energy Efficiency & Electrification;" and

WHEREAS, the City requires a community-based organization to administer the Community Energy Efficiency Development (CEED) program to provide home rehabilitation and energy efficient improvements for low-income City residents; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

Attached is City of Santa Fe Ordinance No. 2026-02 (see Attachment A) for the Contractor's reference in performing the services under this Agreement and administering the CEED program.

The Contractor's Services are as follows:

A. Household Eligibility and Application Assessment

a. Accept applications on behalf of the City of Santa Fe Low-Income Household Energy Efficiency & Electrification program. Evaluate applicants for completeness using basic household demographic information, supporting income documentation, self-reported household conditions, and document results.

b. Deny applications that do not meet program criteria, request additional information for incomplete applications. Program criteria include:

i. Area Median Income (AMI) cannot exceed 80% for any projects projected to draw down project funds.

ii. Property must be owned by applicant.

iii. Property must be applicant's primary residence.

iv. Property must carry adequate homeowners insurance.

v. Property must be located within the City of Santa Fe.

vi. Contractor will not proceed with work on any project unless property tax bill is current.

B. Participant Ranking and Prioritization

a. Rank eligible households that have been preapproved and referred by the City using a Vulnerability Index to determine the order of project deployment. The prioritization of applicants will be determined by utilizing the following Vulnerability Index point scale:

Key:	Points:
AMI under 65%	1
Age 62 or over	1
Children in HH under 18	1
More than two children under 18	1
Disabled individuals	1
Health or safety issues that meet thresholds	1

Should there be multiple applicants who receive the same number of points, priority will be established by AMI where the lowest AMI household gets the highest priority.

C. Coordination of Home Assessments and Energy Audits

a. Conduct home assessments/energy audits (referred to as Energywise Roadmaps) for all eligible applicants, to be completed by either Contractor Energy Coach or a third-party inspector. Where feasible, Contractor will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Train (NM HEAT) program in home assessment activities The Energywise Roadmap notes the condition of the home and lists the energy-efficiency improvements needed to provide a reduction in housing costs through long-term decreases in utility expenses. Prior to conducting the home assessment, Contractor may inquire and/or verify the eligible applicant's homeowner's insurance status and refer those applicants who do not meet their requirements back to the City.

D. Development of Household Level Scopes of Work

a. Contractor shall work with the homeowner to develop a scope of work that includes both proposed energy efficiencies measures identified in the Energywise Roadmap and associated funding sources (CEED, rebates, tax credits, etc.). Contractor will work with the homeowner to prioritize interventions that address long term livability, mitigate substandard living conditions, connect to utilities, allow for equitable access to current occupants based on disability status, and/or provide a reduction in housing costs through longer-term decreases in utility expenses.

b. Contractor will identify and integrate applicable Home Electrification Appliance Rebates (HEAR) as feasible and make clients aware of potential state and federal tax credit opportunities.

c. Contractor will identify the source of capital for each proposed activity to adhere to all CEED program requirements including approved activities and intervention specific funding caps as documented within GSA 25-521-0300-0140, see Attachment C: Energy Conservation Measure Improvements.

d. Where the Energywise Roadmap indicates the presence of residential hazards like mold, asbestos, lead-based paint or ground water contaminants Contractor will notify the City. Hazard Mitigation Services will not fall under the scope of this contract.

E. Subcontractor Solicitations, Reviews and Approval of Bids

F. For all projects Contractor will develop a list of qualified subcontractors approved by the City, preferably from the Statewide Price Agreement No. 30-00000-23-00070 (Attachment D). Contractor will solicit bids from at least three subcontractors for each project totaling more than $20,000. Solicitation and selection of subcontractors will be done by Contractor according to the City guidelines.

Subcontractors will submit bids based on the scope of work of the Contractor indicating specific measures and associated costs. Contractor will review and refine bids to meet funding and energy constraints in selecting a subcontractor. Contractor will provide the City with copies of all bids received. Finalizing the approved bid will include signatures from Contractor, homeowner, and subcontractor. Project Funding

a. Contractor will provide the City with the final bid prior to the commencement of each project. Upon final approval, the City will provide Contractor with a loan packet for each homeowner, which must be signed before work begins.

G. The City holds the lien for each loan originated under this program. The City will record the Mortgage and Note for each project. The City is responsible for all post-funding compliance. Contractor Coordination and Management of Subcontractors

c. During construction the Contractor will request and manage status updates from the subcontractors and notify the City of any issues or request change orders. Contractor will maintain detailed project records and provide quarterly reports to the City, including but not limited to the number of completed and in-process projects and total CEED capital. Contractor will provide, as requested by the City, approved scopes of work and Energywise Roadmaps for specific households. At completion, the Contractor will conduct a final walkthrough confirming all tasks outlined within the scope of work have been completed and collect a certificate of completion signed by the client, subcontractor, and Contractor. Contractors will sign lien waivers upon receiving final payment as appropriate for the specific program funding criteria. Following project completion, the Contractor will schedule and contract a second energy audit to validate project actions and efficiency improvements. After Contractor has collected the 'Certificate of Completion,' signed by the homeowner, subcontractor and Contractor, Contractor will provide the certificate to the City. The City will issue payment directly to the subcontractor.

1.1. ADDITIONAL SERVICES

A. The parties agree that all tasks in Section 1 (Contractor's Services) will be completed to the City's satisfaction and for the amount stated in Section 3 (Compensation, Invoicing and Set-off).

B. The City may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

C. The City may require Contractor to expand its services to include other departments and divisions of the City of Santa Fe.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Homewise CEED Contract for the City, as set forth in this Contract. The Contractor represents that

Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. COMPENSATION, INVOICING AND SET-OFF

A. The City shall pay the Administrator according to the following terms:

1) The total compensation payable to the Administrator for the term of this Agreement will not exceed $1,254,170, *inclusive* of NM GRT.

2) The amount is a maximum and not a guarantee that the services and work to be performed by the Administrator under this Agreement shall equal the amount stated herein. The parties do not intend for the Administrator to continue to provide services without compensation when the total compensation amount is reached. The City will notify the Administrator when the services provided under this Agreement reach the total compensation amount. In no event will the Administrator amount change without this Agreement being amended in writing.

3) Administrator will invoice the City on a project basis. Professional services will be billed at a rate of 15% of total project amount.

B. The Administrator must submit a written request for payment to the City when payment is due. Upon the City's receipt of the written request, the City will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The City will not make a payment until the City issues a written certification accepting the services.

1) The City's representative for certification of acceptance or rejection of services is Erica Renaud, Sustainability Supervisor, (505) 467-9247, enrenaud@santafenm.gov, or other individual as may be designated by the City.

2) Within 45 days of the issuance of the certification accepting the services, the City will make payment for the services. If the City does not issue payment for accepted services within 45 days of the certification by the City, the City will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the City may, without penalty, withhold payments due the Contractor for the purpose of set-off until the City determines the exact amount of damages it suffered as a result of the breach.

D. The City's payment to Contractor will not foreclose the City's right to recover excessive or illegal payment.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate December 31, 2027 unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

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 Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS **CONTRACT**.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. ASSIGNMENT

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

9. SUBCONTRACTING

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

10. RELEASE

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

11. CONFIDENTIALITY

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

12. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. AMENDMENT

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. 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.

17. 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 contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

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. 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.

23. 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.

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.

24. 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.

25. 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.

26. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. 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.

28. 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.

29. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Public Utilities Conservation & Sustainability Division Erica Renaud Sustainability Supervisor 801 W San Mateo Rd Santa Fe, NM 87505 enrenaud@santafenm.gov (505) 677-6891	**To the Contractor:** Homewise, Inc. Johanna Gilligan Deputy CEO 1301 Siler Rd. Bldg D Santa Fe, NM 87507 jgilligan@homewise.org 505-602-3010

30. 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.

31. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

32. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

33. EQUITABLE REMEDIES

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

equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

34. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Johanna Gilligan

JOANNA GILLIGAN, DEPUTY CEO

DATE: Apr 21, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos Martínez
Marcos Martínez (Apr 21, 2026 11:04:50 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 5, 2026 12:27:38 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Signature: Erica Renaud
Erica Renaud (May 13, 2026 13:20:32 MDT)

Email: enrenaud@santafenm.gov

Signature: christine chavez

Email: cychavez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities: Environmental Services	5/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2300331	510400	ESD2623000	1,254,170	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Energy and Minerals Department Revenue for ECAM	2300331	490200	ESD2623000	(1,254,170)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Increase of budget authority to liquidate grant funding for Energy Retrofit, Adminstration:ECAM Share No. 25-521-0300-0155, CEED Community Efficiency Development. Expires 12/31/2027

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Erica Renaud
Erica Renaud (May 20, 2026 16:07:25 MDT)
Prepared By *{print name}* — Date

christine chavez
Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 05/27/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Homewise,_Inc_(CEED)_Contract (1)

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAKgAkaW_2OoYT6f9zd6mIeukqPuc6uMR1

"Homewise,_Inc_(CEED)_Contract (1)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-27 - 7:18:11 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-27 - 7:21:36 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-27 - 7:21:57 PM GMT- IP address: 63.232.20.2

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-27 - 7:21:59 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-27 - 7:22:02 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-27 - 8:36:29 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-27 - 8:42:46 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-05-27 - 8:42:48 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-05-27 - 8:59:56 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-27 - 8:59:59 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-27 - 9:04:09 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)

Decline reason: COI Expired

2026-05-27 - 9:26:08 PM GMT- IP address: 73.228.7.52

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Central Insurance Company 20230 INSURER B : New Mexico Premier Insurance Company 13675 INSURER C : Evanston Insurance Company 35378 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CLP8361218	5/23/2026	5/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CLP8361218	5/23/2026	5/23/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CXS9657964	5/23/2026	5/23/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5950133	12/3/2025	12/3/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	FF Excess Liability			MKLV7EUE102597	5/23/2026	5/23/2027	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE102597	5/23/2026	5/23/2027	Aggregate	3,000,000

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

***ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Eff: 5/23/2026 - 5/23/2027 - Limit: $250,000/Deductible: $2,500**

****PROFESSIONAL LIABILITY COVERAGE - Policy #MPL001192-1025 - Eff: 10/23/2025 - 10/23/2026 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim**

*****DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2025 - 10/1/2026 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate**
SEE ATTACHED ACORD 101

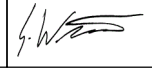
CERTIFICATE HOLDER

City of Santa Fe
201 W. Marcy St.
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: HOMEINC-05 JBLAND

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923804 - Eff: 12/3/2025 - 12/3/2026 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2025 - Eff: 10/4/2025 - 10/4/2026 - Arch Specialty Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

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

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

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

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

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2**. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

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

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

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

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

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

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

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

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

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

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

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

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

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of “employee” and “suit” is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word “fire” is changed to “fire, sprinkler leakage or explosion” where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c**. through **n**. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

“Property damage” to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of “your work”.

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

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

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

SECTION I - COVERAGES, Coverage A, Exclusion **I**. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

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

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

This exclusion only applies to that particular part of “your work” that causes the “property damage.”

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

“Employee” also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for “bodily injury” or “property damage,” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system” incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2**. and **3**. of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage **C**. for Medical Payments arising out of one or more “fungi” or bacteria, “silica” or “silica-related dust” or “exterior insulation and finish system” incidents. This provision **B.1**. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to “bodily injury” or “property damage” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system incident” but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2**., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. “Personal and Advertising Injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, “silica” or “silica-related dust.”

b. “Personal and Advertising Injury” arising out of a “fungi or bacteria incident.”

c. “Personal and Advertising Injury” arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

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

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2**. Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

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

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE *

Person or Organization and Address	
City of Santa Fe 201 W. Marcy St. Santa Fe, NM 87501	30 Days

*** (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

1. If we cancel this policy, we will mail notice of cancellation to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Except for non-payment of premium, notice will be sent at least 30 days before the effective date of cancellation. If the policy is cancelled for non-payment of premium, notice will be sent at least 10 days before the effective date of cancellation.

2. If we decide not to renew this policy, we will mail notice of nonrenewal to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Notice will be sent at least 30 days before the effective date of nonrenewal.

3. Failure to send notice of cancellation or nonrenewal, or failure to allow the number of days notice stated above, shall impose no obligation or liability of any kind upon us, our agents or representatives.

Date: May 11, 2026

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

From: Alvin Valdez, Benefits and Wellness Manager AAV

Via: Sarah Bolleter-Gonzalez, Interim Human Resources Director

RE: Establishing a Permanent Mental Heath and Wellness Program

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EXECUTIVE SUMMARY:

The proposed resolution would remove the "pilot" status from the Wellness Leave Pilot Program, establishing that the City of Santa Fe's ("City") Personnel Rules 13.91 and 13.92 would become permanent policy and be incorporated into the City's Personnel Rules and Regulations. Rule 13.91 provides one (1) wellness day per calendar year for classified, full-time and part-time, exempt, and term employees; and Personnel Rule 13.92, provides up to two (2) hours per week of physical and mental fitness leave for full-time, exempt, and term employees.

BACKGROUND:

The Wellness Leave Pilot Program was approved as a two (2) year pilot program by the Governing Body in 2023 through Resolution No. 2023-17. The program, which is set to expire June 30th, was then extended in 2025 through Resolution No. 2025-40 in order to collect data and feedback from City employees to determine the impact of the pilot program.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

REMOVING "PILOT" STATUS FROM THE WELLNESS LEAVE PILOT PROGRAM, ESTABLISHING PERSONNEL RULES 13.91 AND 13.92 AS PERMANENT, AND ADDING A REQUIREMENT THAT EMPLOYEES COMPLETE ALL REQUIRED TRAININGS TO REMAIN ELIGIBLE TO RECEIVE WELLNESS DAY LEAVE.

WHEREAS, according to the Centers for Disease Control and the Kaiser Family Foundation's "Mental Health and Substance Use State Fact Sheet" New Mexico has an age-adjusted suicide rate nearly double the average of the rest of the country, as well as higher than average rates of anxiety or depressive disorders; and

WHEREAS, in 2023, the City of Santa Fe ("City") adopted Resolution 2023-17, establishing a two-year pilot program in support of physical and mental wellbeing for City employees and establishing Personnel Rules 13.91 and 13.92 ("Wellness Leave Pilot Program"); and

WHEREAS, Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) day of leave as a "wellness day" each calendar year; and

WHEREAS, Personnel Rule 13.92 provides eligible, classified full-time, exempt, and

term employees two (2) hours per week for physical and mental fitness activities ("Physical and Mental Fitness Leave"); and

WHEREAS, in 2025, the City adopted Resolution No. 2025-40, which extended the Wellness Leave Pilot Program to June 30, 2026, and required employees to agree to take up to three surveys as a condition of taking wellness leave: one at the beginning of the year, one at the end of the year, and during the middle of the year, if the Human Resources Department determines the third survey is helpful; and

WHEREAS, three hundred fifty-two (352) employees enrolled in the Wellness Leave Pilot Program and three hundred fifty-one (351) employees utilized the program; and

WHEREAS, out of the three hundred forty-four (344) employees who completed the survey regarding the program, three hundred eighteen (318) said that the Wellness Leave Pilot Program increased their desire to stay employed with the City; and

WHEREAS, ninety-four percent (94%) of the survey participants stated that their morale at work has improved since participating in the Wellness Leave Pilot Program and over two hundred fifty (250) participants said they saw a significant reduction in stress; and

WHEREAS, the City recognizes that employee participation in trainings designed to improve performance, safety, satisfaction, productivity, and professional development supports overall employee well-being; and

WHEREAS, employees who elect to participate in the Wellness Leave Program shall be required to attend and complete any mandatory trainings designated by the City; and

WHEREAS, transitioning the Wellness Leave Pilot Program into a permanent policy will continue to support employees' physical and mental well-being and improve organizational performance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Wellness Leave Pilot Program established in Resolution No. 2023-

17 and extended by Resolution No. 2025-40 shall be adopted as a permanent policy and be incorporated into the City's Personnel Rules and Regulations.

BE IT FURTHER RESOLVED that employees must complete all required City trainings to remain eligible to receive the Wellness Day Leave, as indicated in Rule 13.91, Exhibit A.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 20, 2026 14:11:04 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Updating the Terms of the Physical and Mental Wellness Leave Program

Exhibit A

RULE 13 LEAVE

Rule 13.91 Wellness Day Leave

Classified full-time and part-time, exempt, and term employees shall be eligible each calendar year for one (1) wellness day. Employees are eligible to request Wellness Day Leave after successful completion of the employee probationary period. This category of leave is designed to be used for mental health and wellness. Such leave should be requested in advance, to the extent possible. Every effort will be made to accommodate an employee's request. Wellness Day Leave should be granted unless granting the requested leave would impair the effective and efficient operation of the department.

1. The Wellness Day Leave must be taken in eight (8) consecutive-hour increments or in increments representative of the employee's regular work schedule. For example, a part-time employee would be eligible for 4 hours of wellness leave, an employee who works a 10-hour schedule would be eligible for 10 hours of wellness leave, a firefighter that works a 24-hour schedule would be eligible for 24 hours of wellness leave each calendar year.

2. The Wellness Day Leave must be taken within the current calendar year, or it will be forfeited.

3. Upon separation of employment, employees will not be compensated for the unused Wellness Day leave.

4. The Wellness Day Leave will not be counted toward the earning of Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

5. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

6. Wellness leave may be forfeited in accordance with Training Policy 2026-0001. City employees, including classified, term, exempt, at-will, full-time, and part-time employees, who fail to complete all required trainings within a calendar year may lose wellness leave accrued for the following calendar year.

Rule 13.92 Two-Hour Weekly Wellness Program: Physical and Mental Fitness Leave.

Classified full-time, exempt, and term employees may be eligible for two (2) hours per week of Physical and Mental Fitness Leave for physical and mental fitness activities. Employees are eligible for this leave after successful completion of the probationary period and required approvals. This is a category of leave designed to promote fitness and wellness.

1. The Physical and Mental Fitness Leave will not be counted toward the earning of the Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

2. Employees may request a modified work schedule by utilizing the standard request process for flexible-work arrangements, which may permit the employee to take up to two (2) hours per week of Physical and Mental Fitness Leave for physical and mental wellness purposes.

3. Physical and mental fitness activities are activities that promote physical and/or mental well-being including physical exercise (for example, bicycling, walking, jogging, yoga, weight training, swimming, tennis, volleyball, softball and racquetball), health risk appraisals, wellness screenings, fitness testing, mindfulness and meditation exercises, healthy eating classes, nutrition consultation, health behavior change coaching, and smoking cessation classes.

4. An eligible employee must request and be approved to participate in the Physical and Mental Fitness Leave through the standard flexible work arrangement process. Granting the employee request is subject to the needs of the City. If the request is approved, it may be withdrawn by the City at any time if allowing the employee to continue would not be in the best interest of the City or have a negative impact on the operations of the City. The denial or rescinding of Physical and Mental Fitness Leave is not subject to grievance procedures or appeal processes.

5. Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.

6. Employees may be required to forgo a scheduled period of Physical and Mental Fitness Leave due to mandatory meetings, trainings, or other work-related obligations that cannot be rescheduled. However, missed Physical and Mental Fitness Leave is forfeited and may not be made up at a different time during the week it was missed.

7. Employees who are absent from work on a scheduled period of Physical and Mental Fitness Leave shall forfeit the leave for that day and it may not be made up at a different time.

8. Physical and Mental Fitness Leave may not be used in conjunction with other leave types (e.g., sick leave, annual leave, compensatory time, educational leave, administrative leave) in a manner that results in excessive stacking of leave, as determined by the Department.

9. While considering and reviewing requests for participation in Physical and Mental Fitness Leave, supervisors should maintain adequate coverage to meet the business needs of the City, should not unfairly shift workloads to other staff members, and should not incur additional associated costs to the City.

10. Participants in this program are responsible for notifying their supervisor should they cease to engage on a regular basis, in the Physical and Mental Fitness Leave on the days specified on their request.

11. As a condition of participating in the Physical and Mental Fitness Leave, employees irrevocably agree to indemnify and hold the City of Santa Fe harmless from any and all liability and waive any claims, including but not limited to workers' compensation, for any and all injuries caused by or aggravated by activities completed during any Physical and Mental Fitness Leave.

13. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

FIR No. 10759.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing a Permanent Mental Health and Wellness Program

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Human Resources

Staff Completing FIR: Alvin Valdez, Benefits and Wellness Director **Date:** 5/11/2026
Phone: (505) 955-6075

Reviewed by City Attorney: Marcos Martinez (May 20, 2026 14:11:04 MDT) **Date:** 05/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 22, 2026 10:57:05 MDT) **Date:** 05/22/2026

Summary:
The proposed resolution would remove the "pilot" status from the Wellness Leave Pilot Program, establishing that the City of Santa Fe's ("City") Personnel Rules 13.91 and 13.92 would become permanent policy and be incorporated into the City's Personnel Rules and Regulations. Rule 13.91 provides one (1) wellness day per calendar year for classified, full-time and part-time, exempt, and term employees; and Personnel Rule 13.92, provides up to two (2) hours per week of physical and mental fitness leave for full-time, exempt, and term employees.

Departments Affected:
All departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Wellness Leave Pilot Program will expire June 30, 2026, and will not be made a permanent program. City employees would no longer have Wellness Day Leave and Physical and Mental Fitness Leave.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2023-17 established the initial pilot program, and Resolution No. 2025-40 extended the pilot program through June 30, 2026.

Performance and Administrative Implications:
If the program contributes to hiring and retention and/or employee performance, then the program would improve city performance.

Fiscal Implications:

If every employee took Wellness Day Leave, the equivalent cost would be approximately $342,284. In addition, there is a possibility that overtime costs could be incurred as a result of the leave if a position requires an employee to work a shift in the absence of an employee who is on the leave, however that amount is unknow. It is unknown because an employee who is called in to work may or may not be eligible for overtime pay pursuant to City rules and the Fair Labor Standard Act. Additionally, most positions in the City do not require calling in another employee for overtime in the absence of the originally scheduled employee. If every employee utilized two hours per week of Physical and Mental Fitness Leave, the equivalent cost of the lost hours would be approximately $4,449,668. Lastly, if the past is predictive of the future, not all employees will utilize that benefits provided in Personnel Rule 13.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	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 2026	FYE 2027	FYE 2028	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: snbolleter-gonzales@santafenm.gov

Signature:

Email: aavaldez1@santafenm.gov