Agenda **Regular Meeting of the Quality of Life Committee**
July 22, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life 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. Presentations
    a. Update on Phase 2 of the Land Development Code Update and the Phase 2 Assessment Report. (Matt Goebel, Goebel Partners; matt@goebelpartners.com and Heather Lamboy, Planning and Land Use Director; hllamboy@santafenm.gov)
    b. Presentation of Muchisimas Gracias Certificates to Elise Gutierrez and Jack Elling, Co-Chairs of the Mayor's Youth Advisory Board. (Sandra Emory, Community Services Department Director; sxemory@santafenm.gov)
6. Public Comment
7. Action Items: Consent Agenda
    a. Request for Approval of the July 1, 2026, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

    Committee Review:

Quality of Life Committee: 07/22/2026

b. Request for Approval of Professional Services Contract with College & Career Plaza to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $201,600 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

c. Request for Approval of Professional Services Contract with Rio Grande School as a Fiscal Sponsor to Community Educators Network to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $239,898 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

d. Request for Approval of Professional Services Contract with Consuelo's Place to Deliver Services to Address the Children and Youth Commission Priority Area of Support Services for Youth at Higher Risk in the Total Amount of $225,000 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

e. Request for Approval of Professional Services Contract with Cooking with Kids to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $215,325 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

f. Request for Approval of Professional Services Contract with Nature Ninos to Deliver Services to Address the Children and Youth Commission Priority Area of Youth Physical, Mental Health and Well Being in the Total Amount of $206,550 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

g. Request for Approval of Professional Services Contract with National Dance Institute New Mexico to Deliver Services to Address the Children and Youth Commission Priority Area of Youth Physical, Mental Health and Well Being in the Total Amount of $209,622 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

h. Request for Approval of Professional Services Contract with New Mexico Immigrant Law Center to Deliver Services to Address the Children and Youth Commission Priority Area of Support Services for Youth at Higher Risk in the Total Amount of $255,000 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

i. Request for Approval of Professional Services Contract with Partners in Education Foundation as a Fiscal Sponsor for Santa Fe Public Schools Office of Student Wellness to Deliver Services to Address the Children and Youth Commission Priority Area of Youth Physical, Mental Health and Well Being in the Total Amount of $240,975 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/20265
Governing Body: 07/29/2026

j. Request for Approval of Professional Services Contract with Santa Fe Public

Schools to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $240,000 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

k. Request for Approval of Professional Services Contract with The Sky Center/New Mexico Suicide Intervention Project to Deliver Services to Address the Children and Youth Commission Priority Areas of Youth Physical, Mental Health and Well Being and Support Services for Youth at Higher Risk in the Total Amount of $225,000 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

l. Request for Approval of a Professional Services Contract with Lou Hammond Group, Inc. for TOURISM Santa Fe Public Relations Services in the Total Amount of $588,000 Excluding NMGRT through June 30, 2030.(Randy Randall, TSF Executive Director; rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

m. Request for Approval of Lease Agreement With Daisy Lay II, LLC, dba Ranch House, for the Lease of Land Adjacent to 2571 Cristos Rd. for Use as a Parking Lot in the Amount of $8,307.36 for the First Year With an Escalation of 2.5% Per Year. (Terry Lease, tjlease@santafenm.gov; Nina A. Nguyen, nanguyen@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

n. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Paul Bustamante and Councilor Patricia Feghali)
A Resolution Approving the Updated Santa Fe Trails Title IV Program and Directing the City Manager to Authorize its Submission to the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/08/2026
Public Works and Utilities Committee: 07/20/2026
Quality of Life Committee: 07/22/2026
Governing Body: 07/29/2026

o. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia).
A Resolution Approving Budget Amendments and Associated New Mexico Department of Finance and Administration/ Local Government Division Schedules Summarizing the Fourth Quarter Amendments and Requesting that the New Mexico Department of Finance and Administration Approve the City of Santa Fe's Fourth Quarter Budget Amendments for Fiscal Year 2026. (Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov, Andrew Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Public Works and Utilities Committee (Introduction): 07/20/2026
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

8. Action Items: Discussion Agenda

9. Executive Session

10. Matters from Staff

11. Matters from the Committee

12. Matters from the Chair

13. Next Meeting: Wednesday August 5, 2026

14. 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.

LDC Update

Phase 2 Kickoff

Phase 2 Visioning Workshops Summary

Quality of Life Subcommittee

July 22, 2026

Purpose

of this Meeting

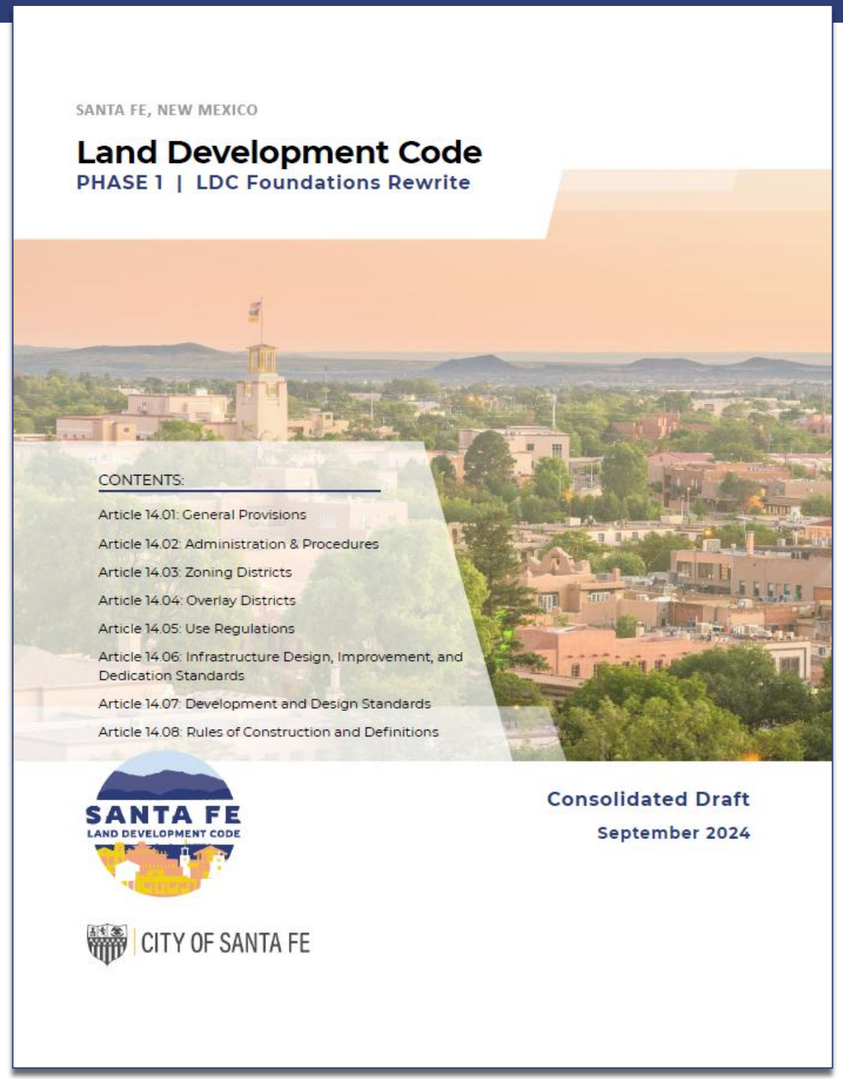
- **Summary of the Visioning Workshops**
  - Planning Commission
  - HDRB
  - ARC
- **The Phase 2 Path Forward**
  - Installment-based drafting strategy
  - Proposed committee structure

Visioning Workshops Summary

Visioning Workshops: May-July 2026

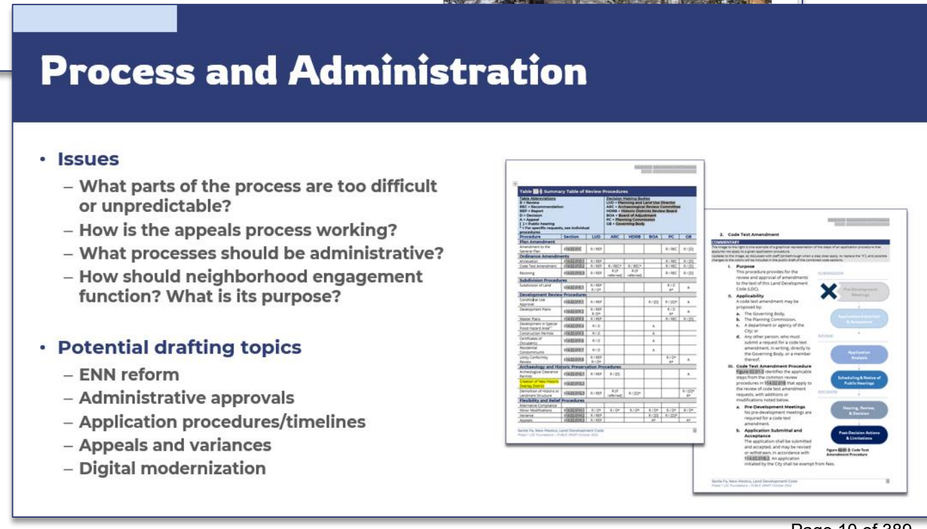
- **Visioning Workshops held with:**
  - Planning Commission
  - HDRB
  - ARC

- **In addition**
  - Interdepartmental working group formed CAO (and City Manager's office)
  - Ongoing coordination
    - With General Plan team
    - Internal PLUD staff/consultant



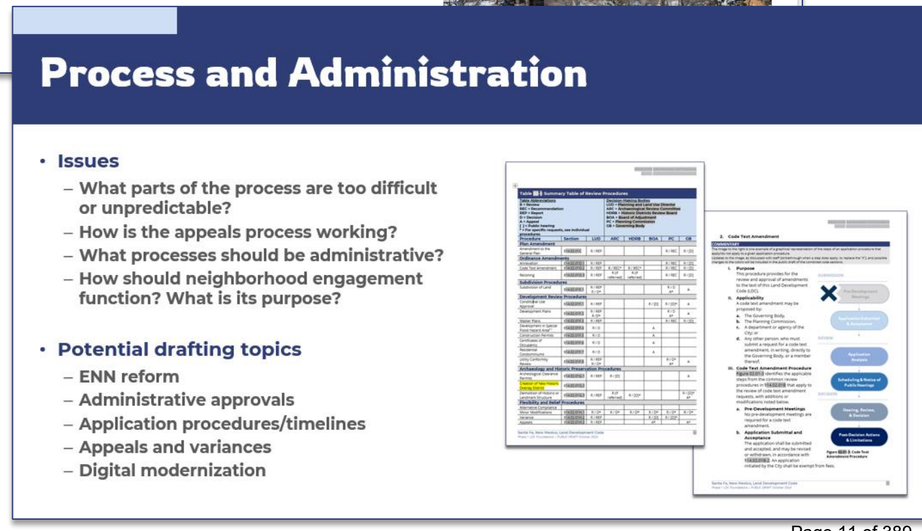
Visioning Workshops: May-July 2026

- **All workshops included**
  - **Overall LDC project update refresher**
  - **Reminder of Phase 1 accomplishments**
  - **Overview of new external guidance**
    - Governing Body adopted goals
    - General Plan project status
  - **Structured conversation about key topics**
    - Housing and Neighborhood Compatibility
    - Process and Administration
    - Sustainability and Infrastructure
    - Historic Preservation and Design
  - **Introduction to proposed installment-based drafting strategy**



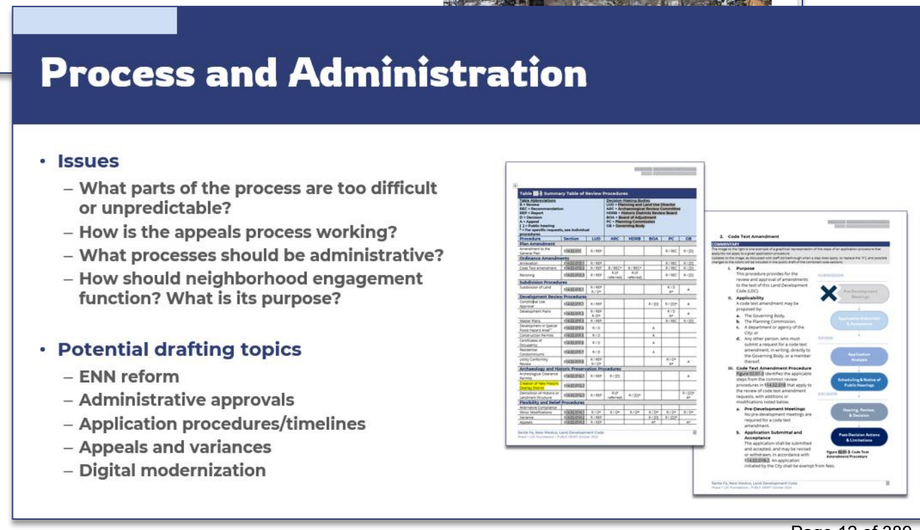
Visioning Workshops: May-July 2026

- **General Takeaways**
  - **Enthusiasm for installment approach. Recognition of:**
    - Momentum
    - Early adoption of priority issues
    - Partnership with General Plan
  - **Discussions about how to address ongoing legislative actions and their interplay with longer-term code updates**
  - **GB and Planning Commission offered helped refine the installment-based drafting approach and provided targeted input**



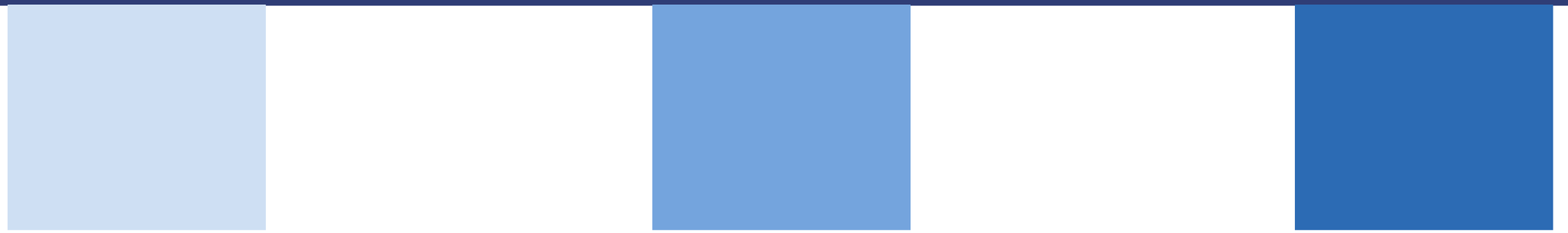
Visioning Workshops: May-July 2026

- **Additional Takeaways**
  - **HDRB**
    - Need further extended discussion about key issues, such as:
      - How to balance preservation, compatibility, and architectural evolution?
      - Level of change needed (tweaks or overhaul?)
      - How to modify district standards (and boundaries?)
      - Relationship of historic preservation to general design regulation
    - Forming a subcommittee (with external members) to support Phase 2
  - **ARC**
    - Interest in meaningful rethink of ARC role and architectural “clearance” permit process
    - PLUD developing survey to assist ARC in collecting feedback and prioritizing requested edits



The Phase 2 Path Forward

DRAFTING STRATEGY



Installment 1 **Installment 2** **Installment 3**

- **Prepare code updates in three installments, or “buckets”**
  - Avoid one massive draft
  - Allow more focused public engagement
  - Coordinate with General Plan timing
  - Prioritize early implementation items
  - Build momentum through achievable early reforms

Proposed DRAFTING STRATEGY

Installment 1

HOW THE CODE WORKS

Installment 2

HOW DEVELOPMENT IS DESIGNED

Installment 3

WHERE DEVELOPMENT OCCURS

INSTALLMENT 1: HOW THE CODE WORKS

Early Action & Process Modernization

Focus

- **High-priority items with relatively clear policy direction and limited dependency on the General Plan update.**

Why First?

- **Strong alignment with adopted Governing Body goals**
- **Likely broad support (as seen in SF Forward engagement)**
- **Improves customer experience quickly**
- **Creates momentum**
- **Lower dependency on future land use decisions**

- **Administrative and Process Reforms**
  - Common procedures refinement
  - Administrative approvals
  - ENN revisions
  - Streamlined review procedures
  - Permit coordination
  - Appeals/variance cleanup
  - Rezonings/General Plan amendments
  - Coordination with ongoing e-Review implementation and Development Review Guide implementation
- **Housing and Affordability (Community Consensus)**
  - ADU refinements (where allowed, standards)
  - Parking reductions/flexibility
  - Affordable housing incentives
  - Adaptive reuse provisions
  - Minor infill reforms
- **Enforcement and Code Cleanup**
  - Enforcement modernization
  - Clarifications and inconsistencies
  - Definitions cleanup and consolidation
  - Nonconformity updates

INSTALLMENT 2: HOW DEVELOPMENT IS DESIGNED

Targeted Policy & Development Standards Updates

Focus

- More substantive calibration of development standards and neighborhood compatibility issues

Why Second?

- Requires more policy discussion
- Requires more stakeholder engagement
- Some dependency on emerging General Plan direction
- More politically sensitive topics

- **Housing and Neighborhood Standards**
  - Missing-middle housing
  - Broader allowance for multi-family housing
  - Compatibility standards
  - Transitions and buffering
  - Residential district calibration
- **Design and Site Standards**
  - Architectural design guidelines (outside historic districts)
  - Parking modernization
  - Landscape standards
  - Lighting
  - Open space
  - Sustainability standards
  - Stormwater management and water conservation
- **Historic Preservation Coordination**
  - HDRB process refinement
  - Historic compatibility standards
  - Adaptive reuse tools

INSTALLMENT 3: WHERE DEVELOPMENT OCCURS

District Structure, Mapping, & General Plan Implementation

Focus

- Long-range structural updates directly tied to the updated General Plan and future land use framework

• Why Third?

- Must coordinate with General Plan adoption
- Requires substantial mapping and policy analysis
- Most likely to require extensive public engagement
- Potentially highest political sensitivity

- **New or Revised Zoning Districts**
  - Mixed-use districts
  - Corridor districts
  - Transit-supportive districts
  - Employment districts
  - Neighborhood conservation tools
- **Future Land Use Implementation**
  - Rezoning framework
  - District consolidation/reorganization
  - Overlay district updates
  - Map amendments
  - Area-specific implementation
- **Larger Structural Reforms**
  - Comprehensive district consolidation/recalibration
  - Growth strategy implementation
  - Large-scale corridor planning alignment

Drafting summary

Installment	Primary Code Chapters	Primary Focus
Installment 1	Articles 14-1, 14-2, portions of 14-5, and Article 14-9	Process modernization, administration, housing implementation tools, targeted code cleanup
Installment 2	Articles 14-4, 14-6, 14-7, and 14-8	Historic preservation overlays, development standards, compatibility, sustainability, site and design standards
Installment 3	Article 14-3 and map updates (plus related updates throughout the code)	General Plan implementation, zoning districts, other overlays, district structure, mapping, and comprehensive recalibration

Proposed Committee Structure

Group	Primary Function	Membership	Comments	Format/who establishes?
Technical Working Group	Stakeholder input, testing ideas, identifying implementation concerns	external stakeholders; is historic included here? How to get more diversity?	Stakeholder advisory group focused on implementation, usability, and community impacts of proposed code changes;	competitive application process?
Interdepartmental Working Group	Internal City review, coordination, legal and operational review	PLD, CAO anchors; legislative services; supplemented by other departments as needed	City staff advisory group focused on technical review, interdepartmental coordination, and implementation of proposed code changes	Councilors/sponsors invited?
Planning Commission Subcommittee	Policy direction, sequencing, issue resolution, project oversight	subset of PC (includes one HDRB member?)	Primary policy advisory body for the project	Already established (4, not including HDRB)
HDRB Working Group	Historic preservation policy, standards, and procedures	HDRB (full or partial?); also includes one PC and one GB	Primary advisory body for historic preservation issues; Consulted on preservation-related topics at key milestones throughout the drafting process	HDRB may have smaller role in Installment 1 (but does need to get more into the big-picture discussions)

Next Steps

- Refine drafting buckets
- Prepare detailed scope/timeline
- Update project website
- Coordinate with General Plan schedule
- Assessment report Phase 2
- Begin first installment drafting priorities

SANTA FE
LAND DEVELOPMENT CODE

QUESTIONS & DISCUSSION

SANTA FE
LAND DEVELOPMENT CODE

QUALITY OF LIFE COMMITTEE
WEDNESDAY, JULY 1, 2026, 7:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NM

1. CALL TO ORDER

A regular meeting of the Quality of Life Committee was called to order by Councilor Alma Castro, Chair, at 7:02 pm, on Wednesday, July 1, 2026, in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, NM.

2. ROLL CALL

MEMBERS PRESENT
Councilor Amanda Chavez
Councilor Jamie Cassutt
Councilor Elizabeth Barrett
Councilor Patricia Feghali
Councilor Alma Castro, Chair

OTHERS PRESENT
Heather Lamboy, Land Use Director
Sandy Emory, Community Services Director
Marcella Apodaca, Committee Liaison
Mayor Michael Garcia
Councilor Lee Garcia

3. APPROVAL OF AGENDA

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

VOTE The motion passed on a voice vote.

4. APPROVAL OF CONSENT AGENDA

Item 7 B was pulled for discussion by Councilors Castro and Cassutt, item 7 D was pulled for discussion by Councilor Castro, item 7 F was pulled for discussion by Councilor Cassutt and item 7 G was pulled for discussion by Councilor Cassutt..

MOTION A motion was made by Councilor Chavez, seconded by Councilor Barrett,

to approve the Consent Agenda as amended.

VOTE The motion passed on a voice vote.

5. PRESENTATIONS

None.

6. PUBLIC COMMENT

Name Not Given. He spoke in support of the fee in lieu of changes, but with a phased-in increase and payment of fees when the project is complete.

Kathy Rivera. Ms. Rivera spoke about the closing of streets around the Plaza during the summer and the rationale around it.

Adele Rael. Ms. Rael spoke in favor of passing the eviction fund.

Name Not Given. She spoke against the closure of streets around the Plaza.

John Romeo, District 2. Mr. Romero spoke against the closure of streets around the Plaza.

7. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR THE APPROVAL OF THE JUNE 17, 2026, QUALITY OF LIFE COMMITTEE MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) FROM THE GENERAL FUND TO THE COMMUNITY DEVELOPMENT FUND TO FUND AN EXISTING CONTRACT WITH URBAN ALCHEMY FOR STREET OUTREACH AND COMMUNITY-BASED PUBLIC SAFETY SERVICES.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Chavez, to approve the BAR.

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

Councilor Chavez, yes; Councilor Barrett, yes; Councilor Feghali, yes; Councilor Cassutt, yes; Chair Castro, yes.

C. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO ITEM #24-0368 WITH FII NATIONAL DBA UPTOGETHER TO INCREASE COMPENSATION BY $750,000 FOR A NEW TOTAL OF $3,250,000 AND EXTEND THE TERM TO END JUNE 30, 2027, FOR HOMELESSNESS PREVENTION CASH ASSISTANCE.

Approved on consent.

D. REQUEST FOR APPROVAL OF A GRANT AGREEMENT FROM THE NEW MEXICO DEPARTMENT OF HEALTH IN THE AMOUNT OF $350,000 FOR A COORDINATED COMMUNITY RESPONSE TO COMMUNITY VIOLENCE THROUGH JUNE 30, 2027.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Cassutt, to approve the grant agreement.

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

Councilor Chavez, yes; Councilor Barrett, yes; Councilor Feghali, yes; Councilor Cassutt, yes; Chair Castro, yes.

E. CONSIDERATION OF BILL NO. 2026-12. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL SPECIFYING THAT SPECIFIC AND LIMITED FISHING EVENTS ON CITY-OWNED PROPERTY IN THE SANTA FE MUNICIPAL WATERSHED MAY BE APPROVED BY THE GOVERNING BODY.

Approved on consent.

F. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL RELATING TO THE SANTA FE HOMES PROGRAM AND REQUIREMENTS FOR RENTAL UNITS; AMENDING SECTION 26-1.22 TO MAKE CERTAIN TECHNICAL CHANGES, TO CLARIFY THE CALCULATION OF FEES PAID IN LIEU OF PROVIDING ON-SITE AFFORDABLE UNITS, TO AMEND THE FEE-IN-LIEU OF CALCULATION TO USE THIRTY PERCENT OF THE AREA MEDIAN INCOME INSTEAD OF SIXTY-FIVE PERCENT WHEN DETERMINING BASE FEE AMOUNT.

MOTION A motion was made by Chair Castro, seconded by Councilor Feghali, to approve Bill No. 2026-11.

VOTE The motion failed on a roll call vote of 4 no, and 1 yes, as follows:

Councilor Feghali, no; Councilor Barrett, no; Councilor Chavez, no; Councilor Cassutt, no; Chair Castro, yes.

G. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION AMENDING RESOLUTION NOS, 2014-49 AND 2016-80 TO CLOSE THE STREETS SURROUNDING PLAZA PARK ANNUALLY FROM MEMORIAL DAY TO OCTOBER 31ST OR LATER AND TO CLOSE LINCOLN AVENUE AND PALACE AVENUE, NEXT TO PLAZA PARK PERMANENTLY.

MOTION A motion was made by Councilor Feghali, seconded by Councilor Barrett, to approve Resolution No. 2026-_____.

VOTE The motion failed on a roll call vote of 4 no, and 1 yes, as follows:

Councilor Feghali, no; Councilor Barrett, no; Councilor Chavez, no; Councilor Cassutt, no; Chair Castro, yes.

8. ACTION ITEMS: DISCUSSION AGENDA

None.

9. EXECUTIVE SESSION

None.

10. MATTERS FROM STAFF

Heard.

11. MATTERS FROM THE COMMITTEE

Heard.

12. MATTERS FROM THE CHAIR

Heard.

13. NEXT MEETING: WEDNESDAY, JULY 22, 2026

14. ADJOURN

There being no further business before the Committee, the meeting adjourned at 8:21 pm.

Councilor Alma Castro, Chair

Elizabeth Martin
Elizabeth Martin (Jul 7, 2026 13:48:06 MDT)

Elizabeth Martin, Stenographer

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09:44:09 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: College & Career Plaza CYC Multi-Year Contract

Vendor Name: College & Career Plaza

Munis Vendor Number: 9641

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with College & Career Plaza to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $201,600 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3270005.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Christina Martinez for AJH (Jul 14, 2026 10:43:47 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation **College & Career Plaza** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **College & Career Plaza** to provide the requested services.

JV JV **Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 07/14/2026

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:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

College and Career Plaza - Children Youth Commission 3 Year Grant Cycle

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

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7 may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; 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:

II. SCOPE OF WORK

The Contractor shall provide services for the City which will address the following priority area and objectives**:**
Education and Career Readiness

A. Goals:

1. Increase student access to career education and exploration opportunities aligned with local workforce needs.
2. Ensure students develop a clear, individualized postsecondary and career plan prior to high school graduation.
3. Strengthen future orientation, goal-setting, and decision making skills among participating youth.
4. Equip students with practical workforce readiness skills, including financial literacy, resume development, and interview preparation.

B. Objectives:

1. Serve approximately 300 Santa Fe Public Schools students.
2. Deliver 300 individuals career coaching sessions.
3. Administer career interest assessments to at least 100 students.
4. Facilitate 6 workforce readiness workshops (resume development, interview skills, financial literacy).
5. Coordinate 6 classroom-based career panels and mixers across multiple sectors.

C. Strategies and Services:

The contractor will provide the following services for the City:

1. Individualized Career Coaching and Postsecondary Planning
    a. One-on-one career coaching sessions with 9th-12th grade students.
    b. Career interest assessments and interpretation (1:1 and group based).
    c. Development of pathway options, including workforce training, certifications, and postsecondary education plans.
    d. College advising.
2. Workforce Readiness and Skill Building Workshops
    a. Resume development workshops.
    b. Interview skills and mock interview sessions.
    c. Financial literacy workshops, including budgeting and financial planning for postsecondary pathways.
3. Career Education and Exploration Programming
    a. Classroom-based career panels featuring local employers and professionals.
    b. Group based career exploration sessions.
    c. Exposure to a range of career pathways aligned with regional workforce opportunities.

4. Multilingual Support
    a. Bilingual (English/Spanish) support for students and families navigating postsecondary and career pathways.
    b. Family workshops related to financial aid, career planning and postsecondary options.
    c. Ongoing communication to support informed decision making.

D. Contractor Expectations:

The Contractor shall:

1. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
2. Attend regular meetings with City staff and community stakeholders, as needed or requested.
3. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
4. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
5. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
6. Present to report progress to the Children and Youth Commission, as needed or requested.
7. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.
8. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.
9. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.
10. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the services described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of $201,600.00 [$67,200.00 annually] which excludes Gross Receipts Tax due to the Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to the Termination and Appropriations Articles of this Contract.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** College and Career Plaza Alliyah Noor 18 Azul Loop Santa Fe, NM 87504 alliyah@collegecareerplaza.org 505-919-9445

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

[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

DATE: _____

CONTRACTOR:
COLLEGE AND CAREER PLAZA

Alliyah Noor (Jul 9, 2026 11:17:54 MDT)

ALLIYAH NOOR, EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 9, 2026 11:28:12 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

College and Career Plaza_CYC_260514_Multi Year_CoSF

Final Audit Report 2026-07-09

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcYdzNuHbfWouKFm-eLiGbgh4yQxzeW5H
Documents:	College and Career Plaza_CYC_260514_Multi Year_CoSF.pdf (12 pages)
Number of Documents:	1
Document page count:	12
Number of supporting files:	0
Supporting files page count:	0

"College and Career Plaza_CYC_260514_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 5:14:56 PM GMT- IP address: 63.232.20.2

Document emailed to Alliyah Noor (alliyah@collegecareerplaza.org) for signature
2026-07-09 - 5:15:35 PM GMT

Email viewed by Alliyah Noor (alliyah@collegecareerplaza.org)
2026-07-09 - 5:17:04 PM GMT- IP address: 104.28.48.217

Document e-signed by Alliyah Noor (alliyah@collegecareerplaza.org)
Signature Date: 2026-07-09 - 5:17:54 PM GMT - Time Source: server- IP address: 98.60.120.79 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-07-09 - 5:17:59 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-07-09 - 5:27:58 PM GMT- IP address: 104.47.64.254

Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-07-09 - 5:28:12 PM GMT - Time Source: server- IP address: 73.242.167.95 - Signature Appearance Selected: TYPE

Powered by Adobe Acrobat Sign

Agreement completed.

2026-07-09 - 5:28:12 PM GMT

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school c b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

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: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: talia.mason@hubinternational.com
INSURED College and Career Plaza 18 Azul Loop Santa Fe, NM 87508	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United States Liability Insurance — 25895 INSURER B : Employers Preferred Insurance Company — 10346 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			NBP1559412F	1/14/2026	1/14/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$ 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)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			CUP1562580F	1/14/2026	1/14/2027	AGGREGATE	$
	DED X RETENTION $ 0						Aggregate	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		EIG4751302 04	8/1/2025	8/1/2026	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

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

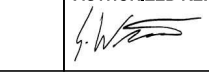
CERTIFICATE HOLDER

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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College & Career Plaza Approval Packet

Final Audit Report 2026-07-09

Created:	2026-07-09
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyc8MyS6UpYX-OrIOvItJ3uu4JYU09sEM
Documents:	College & Career Plaza Approval Packet.pdf (25 pages)
Number of Documents:	1
Document page count:	25
Number of supporting files:	0
Supporting files page count:	0

"College & Career Plaza Approval Packet" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-09 - 7:13:33 PM GMT- IP address: 63.232.20.2

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2026-07-09 - 7:15:03 PM GMT

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Agreement completed.
2026-07-09 - 9:41:05 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 8, 2026 14:57:24 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: Rio Grande School- Community Educators Network CYC Multi-Year Contract

Vendor Name: Rio Grande School

Munis Vendor Number: 8884

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Rio Grande School as a Fiscal Sponsor to Community Educators Network to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $239,898 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3270006.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Christina Martinez for AJH _____ **Date:** 07/14/2026

Christina Martinez for AJH (Jul 14, 2026 09:30:06 MDT)

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation, **Rio Grande School- Community Educators Network** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Rio Grande School-Community Educators Network** to provide the requested services.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/16/2026

AP
AP

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:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

Rio Grande School d/b/a Community Educators Network - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Rio Grande School d/b/a Community Educators Network, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7 may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, Rio Grande School is acting as the fiscal sponsor to the Community Educators Network; 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Services will address the following priority and objectives.

Area 1: Education and Career Readiness

A. Goals and Objectives:

1. Expand equitable access to educational, engaging activities in the out of school hours.
2. Improve the quality of programs that children and youth receive by setting specific, measurable standards, professional learning, and a reflective and iterative evaluation process.
3. Increase access to programs that promote mental health and wellbeing.
4. Improve chronic absenteeism.
5. Improve high school graduation rates.
6. Strengthen youth mental health and wellbeing by increasing protective factors.
7. Assist youth with developing future orientation (plans after high school, goal setting).

B. Services:

Serve an estimated 2,500 elementary, middle school and early high school students in the City annually through the following collaborative out of school time (OST) projects:

1. Drop-in exploratory after school programs at libraries across 24 drop-in sessions.

2. After school programs to be designed in collaboration with and for teens and preteens addressing topics such as self-care, mindfulness, outdoor/nature experiences, sports, and leaderships.

3. Visit high need Title I schools once per week throughout the school year to provide specialized staffing and resources necessary to provide activities for students to engage in after school hours across 50 visits.

4. Weekly summer programming provided on-site at local summer camps.

5. School-based summer camp programs, providing engaging activities such as engineering design challenges, logic based escape rooms, and gardening in the school setting across 20 sessions during 3 weeks in June of each year.

6. Pilot a scholarship program to provide 12-15 elementary and middle school students who have limited access to summer activities and help match them with camps in and around the area, allowing them to engage in topics they are interested in exploring.

C. Contractor Requirements:

1. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
2. Attend regular meetings with City staff and community stakeholders, as needed or requested.
3. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

4. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.

5. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

6. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

D. Performance Metrics

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
3. Present to report progress to the Children and Youth Commission, as needed or requested.
4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the goods described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of $239,898.00 [$79,966.00 annually], which excludes Gross Receipts Tax due to Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** Rio Grande School Mollie Parsons 715 Camino Cabra Santa Fe, NM 87505 network@sfcommunityeducators.org 505-428-9589

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

[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

DATE: _____

CONTRACTOR:

RIO GRANDE SCHOOL d/b/a COMMUNITY EDUCATORS NETWORK

Ahlum Scarola
Ahlum Scarola (Jul 9, 2026 11:41:21 MDT)

AHLUM SCAROLA, HEAD OF SCHOOL

DATE: 07/09/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

RUBY CREWS
RUBY CREWS (Jul 9, 2026 11:44:12 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school d b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2026

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
Arthur J. Gallagher Risk Management Services, LLC
400 Kiva Court
Santa Fe NM 87505

CONTACT NAME: Violeta Pavon
PHONE (A/C, No, Ext): 505-983-4353 **FAX (A/C, No):** 505-983-9145
E-MAIL ADDRESS: violeta_pavon@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Southern Home Insurance Company	41998
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RIOGRAN-37
Rio Grande School
715 Camino Cabra
Santa Fe NM 87505

COVERAGES **CERTIFICATE NUMBER:** 941511841 **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			7NA6CP0001933-02	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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Rio Grande School CEN Approval Packet

Final Audit Report 2026-07-09

Created:	2026-07-09
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIb00Xieachs_aBedvBKf7M6x9h0xcP-u
Documents:	Rio Grande School CEN Approval Packet.pdf (22 pages)
Number of Documents:	1
Document page count:	22
Number of supporting files:	0
Supporting files page count:	0

"Rio Grande School CEN Approval Packet" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-09 - 7:53:05 PM GMT- IP address: 63.232.20.2

Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-07-09 - 7:56:28 PM GMT

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
2026-07-09 - 7:56:47 PM GMT- IP address: 63.232.20.2

Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)
Signature Date: 2026-07-09 - 7:57:44 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Marcella Apodaca (maapodaca1@santafenm.gov) for signature
2026-07-09 - 7:57:48 PM GMT

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-07-09 - 9:20:03 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature
2026-07-09 - 9:20:07 PM GMT

Document e-signed by Sandra Emory (sxemory@santafenm.gov)
Signature Date: 2026-07-09 - 9:39:52 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-09 - 9:39:52 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVZ Sierra Trujillo (Jul 4, 2026 09:37:38 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: Consuelo's Place CYC Multi-Year Contract

Vendor Name: Consuelo's Place

Munis Vendor Number: 11375

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Consuelo's Place to Deliver Services to Address the Children and Youth Commission Priority Area of Support Services for Youth at Higher Risk in the Total Amount of $225,000, Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3260463.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH — Chris Parker for AJH (Jul 14, 2026 12:46:34 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation, **Consuelo's Place** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Consuelo's Place** to provide the requested services.

AP
AP

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/16/2026

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:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

Consuelo's Place - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Consuelo's Place, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Services will address the following priority area and objectives.

Area 3: Support Services for Youth at Higher Risk

A. Goals and Objectives:

Aim to reduce system involvement while strengthening protective factors that support long-term stability and success for youth at higher risk due to homelessness and poverty; with a goal to reduce youth involvement in juvenile justice, child welfare, school disciplinary systems, and emergency services.

1. Increase access to restorative, community-based prevention and intervention services.
2. Improve school attendance and engagement among youth experiencing homelessness.
3. Strengthening family stability and reducing incidents of crisis, abuse or neglect.
4. Supporting youth in developing future orientation through academic and post-secondary planning, including trade school applications and information.

B. Services:

Provide wraparound case management including:

1. Consistent on-site case management for heads of household and their children.
2. Daily familial supports through case management and 24/7 staff supports.
3. Housing stabilization services as the foundation of all interventions.
4. School attendance monitoring and transportation support to address barriers to education.
5. Parenting support, conflict resolution and crisis prevention strategies.
6. Appropriate referrals for behavioral health, substance use and alcohol misuse treatment.
7. Youth-focused goal setting, academic support and college/career readiness assistance.

C. Contractor Requirements and Performance Metrics:

1. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
2. Attend regular meetings with City staff and community stakeholders, as needed or requested.
3. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
4. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.
5. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

6. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.
7. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
8. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
9. Present to report progress to the Children and Youth Commission, as needed or requested.
10. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the services described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of $225,000.00 [$75,000.00 annually] which excludes Gross Receipts Tax due to Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations. 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 the "Appropriations" Article, 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**.*

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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 Program Manager	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	Consuelo's Place Michelle Williams 1600 St. Michael's Dr. Building 7 Santa Fe, NM 87505 michele@consuelosplace.org 505-577-0974

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

[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

DATE: _____

CONTRACTOR:

Michele Williams
Michele Williams (Jul 9, 2026 15:26:45 MDT)

MICHELLE WILLIAMS, EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN: 03-709549-00-8

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 9, 2026 15:31:14 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school c b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Consuelo's Place PO Box 22653 Santa Fe, NM 87502-2653	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Company — 29580 INSURER B : New Mexico Mutual Casualty Company — 40627 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			HHN 8520658-10	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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		0101816.107	8/15/2025	8/15/2026	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
A	Professional Liab			HHN 8520658-10	12/1/2025	12/1/2026	Each Incident	1,000,000
A	Prof Liability			HHN 8520658-10	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)

.

Premises; 1600 St Michaels DR, Building 7, Santa Fe, NM 87505

CERTIFICATE HOLDER

Interfaith Community Services
PO Box 22653
Santa Fe, NM 87502

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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Consuelos Approval Packet

Final Audit Report 2026-07-10

Created:	2026-07-09
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjr8X_Py3nslR_HBQzGtKmxOgaFNTCIME
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Number of Documents:	1
Document page count:	22
Number of supporting files:	0
Supporting files page count:	0

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2026

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.

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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 Consuelo's Place PO Box 22653 Santa Fe, NM 87502-2653	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Company — 29580 INSURER B : New Mexico Mutual Casualty Company — 40627 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 8520658-10	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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		0101816.107	8/15/2025	8/15/2026	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

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 additional insured.

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

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(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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CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09 38 04 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: Cooking With Kids CYC Multi-Year Contract

Vendor Name: Cooking With Kids

Munis Vendor Number: 3025

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Cooking With Kids to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $215,325, Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3260469.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH (Jul 14, 2026 16:27:55 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation, **Cooking With Kids** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Cooking With Kids** to provide the requested services.

AP
AP

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/16/2026

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:

Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

Cooking with Kids - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Cooking with Kids, 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.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Area 1: Education and Career Readiness

A. Goals and Objectives:

1. Increase youth willingness to try and consume fruits and vegetables.

2. Improve healthy eating knowledge and awareness among participating youth.
3. Build practical cooking skills and confidence preparing healthy foods.
4. Increase family engagement in healthy cooking and eating at home.
5. Foster joy, confidence, teamwork and positive engagement through experiential learning.
6. Deliver recurring hands-on classroom cooking and tasting lessons in participating schools.
7. Engage family and community volunteers in classroom learning experiences.
8. Maintain current school participation levels while responding to growing demand and school waitlist interest.

B. Services:

Serve approximately 4,500+ Santa Fe youth annually through direct programming in Santa Fe Public Schools.

1. Provide hands-on classroom cooking lessons in which students prepare and enjoy healthy recipes using fresh fruits, vegetables, whole grains and culturally diverse ingredients.
2. Conduct interactive tasting lessons that allow students to explore healthy foods through guided sensory and tasting experiences.
3. Implement monthly cafeteria tasting promotions aligned with classroom learning.
4. Distribute Bilingual English/Spanish take home recipes and family educational materials to participating families.
5. Create family and community volunteer engagement opportunities.

C. Performance Metrics

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
3. Present to report progress to the Children and Youth Commission, as needed or requested.
4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.
5. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
6. Attend regular meeting with City staff and community stakeholders, as needed or requested.

7. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

8. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.

9. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

10. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the services described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of $215,325.00 [$71,775.00 annually], which excludes Gross Receipts Tax due to Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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***.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** Cooking with Kids, Inc. Carmen Benson 1291 Clark Rd. Unit B Santa Fe, NM 87507 cbenson@cookingwithkids.org 706-627-5663

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

[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

DATE: _____

CONTRACTOR:
COOKING WITH KIDS, INC.

Carmen V. Benson

CARMEN BENSON, EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN: 03-081844-00-3

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 9, 2026 11:59:33 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school d b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

COOKWIT-01 KSANDOVAL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2026

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 License # 0757776
HUB International Insurance Services (SOW)
6565 Americas Parkway Suite 720
Albuquerque, NM 87110

CONTACT NAME: Kandyce Sandoval
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: kandyce.sandoval@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance	25895
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cooking With Kids, Inc.
1400 Maclovia St, Ste 5
Santa Fe, NM 87505

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			NPP026M8235	7/1/2026	7/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			NPP026M8235	7/1/2026	7/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP026M8262	7/1/2026	7/1/2027	AGGREGATE	$
	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		50852.121	7/1/2026	7/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Omissions/P			NPP026M8235	7/1/2026	7/1/2027	Occurence	1,000,000
A	Misconduct / Abuse			NPP026M8235	7/1/2026	7/1/2027	Occurrence	100,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Cooking With Kids Approval Packet

Final Audit Report 2026-07-13

Created:	2026-07-09
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1-wooenU8QZeLj3K0_SJkdLl4Lx8JTKD
Documents:	Cooking With Kids Approval Packet.pdf (22 pages)
Number of Documents:	1
Document page count:	22
Number of supporting files:	0
Supporting files page count:	0

"Cooking With Kids Approval Packet" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-09 - 8:20:55 PM GMT- IP address: 63.232.20.2

Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-07-09 - 8:27:50 PM GMT

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
2026-07-09 - 9:32:51 PM GMT- IP address: 63.232.20.2

Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)
Signature Date: 2026-07-09 - 9:33:02 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Marcella Apodaca (maapodaca1@santafenm.gov) for signature
2026-07-09 - 9:33:06 PM GMT

Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-07-13 - 3:57:15 PM GMT- IP address: 104.47.65.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-07-13 - 3:57:28 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature
2026-07-13 - 3:57:32 PM GMT

Powered by Adobe Acrobat Sign

Document e-signed by Sandra Emory (sxemory@santafenm.gov)

Signature Date: 2026-07-13 - 10:22:34 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-13 - 10:22:34 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09:43:01 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: Nature Ninos CYC Multi-Year Contract

Vendor Name: Nature Ninos

Munis Vendor Number: 11541

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Nature Ninos to Deliver Services to Address the Children and Youth Commission Priority Youth Physical, Mental Health and Well Being in the Total Amount of $206,550, Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3260468.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH (Jul 14, 2026 16:22:59 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation, **Nature Ninos** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Nature Ninos** to provide the requested services.

AP
AP

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/14/2026

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:

Horizons declination

CPO Service Determination Email

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

PROFESSIONAL SERVICES CONTRACT

Nature Ninos - Children Youth Commission 3 Year Grant Cycle

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

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

A. Services will address the following priority area and objectives.

Area 2: Youth Physical, Mental Health and Well Being

A. Goals and Objectives:

1. Expand access to enrichment opportunities that support youth physical and mental health.

2. Strengthen youth resilience, coping skills and emotional regulation.
3. Increase physical activity through structured outdoor experiences.
4. Build protective factors including belonging, confidence and connection to caring adults.
5. Serve 40-80 youth in Year 1, with growth over the 3 year period.
6. Deliver 6-8 sessions per classroom in a school year, ensuring consistent engagement.
7. Achieve 85%+ participation across sessions.
8. Improve youth reported outcomes related to:
    a. Emotional regulation
    b. Confidence and self-expression
    c. Sense of belonging
    d. Connection to outdoor spaces

B. Services:

1. Provide school-based programming that includes:
    a. Outdoor movement and physical activity including hiking, exploration and skill-building activities that increase physical engagement and reduce sedentary behavior.
    b. Social Emotional Learning (SEL) integrated practices such as emotional check-ins, group dialogue and reflections.
    c. Environmental education with place based learning focused on local ecosystems, wildlife and stewardship.
    d. Nature journaling and creative expression opportunities for youth to reflect, observe and express their experiences through writing and art.
    e. Skill building opportunities including activities such as archery and fishing that build confidence, focus and perseverance.

C. Contractor Requirements and Performance Metrics

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.

2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.

3. Present to report progress to the Children and Youth Commission, as needed or requested.

4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.

5. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.

6. Attend regular meetings with City staff and community stakeholders, as needed or requested.

7. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.

8. Attend regular meetings with City staff and community stakeholders, as needed or requested.

9. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

10. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.

11. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

12. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the goods described in the Scope of Work.. The City agrees to pay the Contractor a not to exceed total amount of $206,550.00 [$68,850.00 annually], which excludes Gross Receipts Tax due to Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** Nature Ninos Sarah Candelaria 9920 Riverside Rd. NW Albuquerque, NM 87114 sarah@natureninos.org 505-573-0705

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

[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

DATE: _____

CONTRACTOR:
NATURE NINOS

Sarah Candelaria
Sarah Candelaria (Jul 9, 2026 17:32:26 MDT)

SARAH CANDELARIA, EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 10, 2026 08:37:30 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

Nature Ninos_CYC_260526_Multi Year_CoSF

Final Audit Report 2026-07-10

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYLia7n1hwkhQNUfou2JX7fbuxo0Dft7s
Documents:	Nature Ninos_CYC_260526_Multi Year_CoSF.pdf (11 pages)
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

"Nature Ninos_CYC_260526_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 7:08:03 PM GMT- IP address: 63.232.20.2

Document emailed to Sarah Candelaria (sarah@natureninos.org) for signature
2026-07-09 - 7:12:49 PM GMT

Email viewed by Sarah Candelaria (sarah@natureninos.org)
2026-07-09 - 7:14:09 PM GMT- IP address: 74.125.209.69

Document e-signed by Sarah Candelaria (sarah@natureninos.org)
Signature Date: 2026-07-09 - 11:32:26 PM GMT - Time Source: server- IP address: 73.127.173.112 - Signature Appearance Selected: TYPE

Document emailed to RUBY CREWS (racrews@santafenm.gov) for signature
2026-07-09 - 11:32:30 PM GMT

Email viewed by RUBY CREWS (racrews@santafenm.gov)
2026-07-10 - 2:36:35 PM GMT- IP address: 73.242.167.95

Document e-signed by RUBY CREWS (racrews@santafenm.gov)
Signature Date: 2026-07-10 - 2:37:30 PM GMT - Time Source: server- IP address: 73.242.167.95 - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-07-10 - 2:37:30 PM GMT

Powered by Adobe Acrobat Sign

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school d b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2026

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 Southwest Insurance Group, LLC 6739 Academy Rd NE Suite #375 Albuquerque NM 87109	**CONTACT NAME:** Kelly Atwood (Formerly Mancha) **PHONE (A/C, No, Ext):** 505 305 5310 **FAX (A/C, No):** **E-MAIL ADDRESS:** kelly@swinsgrp.com
INSURED NATUNIN-01 Nature Ninos 9920 Riverside Rd NW Albuquerque NM 87114-1924	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Knight Specialty Insurance Company **INSURER B :** GREAT AMER INS CO **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 99202465 **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:			KBP000655	12/3/2025	12/3/2026	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Accidental Death & Dismemberment			BSR-F223350-01	12/3/2025	12/3/2026	LIMIT DEDUCTIBLE	25,000 100

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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GB-CYC2027_-_Nature_Ninos

Final Audit Report 2026-07-15

Created:	2026-07-14
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAukdjcjIQgQegY3OuMr8gKs31PoLxEqBm
Documents:	CYC2027_-_Nature_Ninos.pdf (23 pages)
Number of Documents:	1
Document page count:	23
Number of supporting files:	0
Supporting files page count:	0

"GB-CYC2027_-_Nature_Ninos" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-07-14 - 4:24:20 PM GMT- IP address: 98.60.118.215

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-07-14 - 4:26:35 PM GMT

Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-07-14 - 4:27:42 PM GMT - Time Source: server- IP address: 98.60.118.215 - Signature Appearance Selected: TYPE

Document sent to Andrew Hopkins (ajhopkins@santafenm.gov), CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) and CHRISTOPHER PARKER (csparker@santafenm.gov) for signature. One of them to sign
2026-07-14 - 4:27:57 PM GMT

Signer CHRISTOPHER PARKER (csparker@santafenm.gov) entered name at signing as Chris Parker for AJH
2026-07-14 - 10:22:57 PM GMT- IP address: 63.232.20.2

Document e-signed by Chris Parker for AJH (csparker@santafenm.gov)
Signature Date: 2026-07-14 - 10:22:59 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
2026-07-14 - 10:23:14 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-07-14 - 10:23:49 PM GMT- IP address: 153.66.19.166

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

Signature Date: 2026-07-14 - 10:36:27 PM GMT - Time Source: server- IP address: 153.66.19.166 - Signature Appearance Selected: IMAGE

Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature

2026-07-14 - 10:36:43 PM GMT

Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)

Signature Date: 2026-07-15 - 3:40:24 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-15 - 3:40:24 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09:42:06 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: National Dance Institute New Mexico CYC Multi-Year Contract

Vendor Name: National Dance Institute New Mexico

Munis Vendor Number: 2695

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with National Dance Institute New Mexico to Deliver Services to Address the Children and Youth Commission Priority Area of Youth Physical, Mental Health and Well Being in the Total Amount of $209,622 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3270009.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH (Jul 14, 2026 16:23:51 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation **National Dance Institute New Mexico** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **National Dance Institute New Mexico** to provide the requested services.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/16/2026

AP
AP

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:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

National Dance Institute - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and National Dance Institute (NDI) New Mexico, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Area 2: Youth Physical, Mental Health and Well Being

A. Goals and Objectives:

1. Provide Santa Fe youth who come from high poverty schools and neighborhoods with transformative, engaging supplemental education during in-school and after-school time through dance programs.

2. Develop key cognitive, social and self-management skills tied to school and career success such as goal setting, teamwork, confidence, self-discipline and focus through NDI New Mexico's Core Four- "Work Hard," "Do Your Best," "Never Give Up," and "Be Healthy."
3. Enhance children's physical activity and nutrition to increase mental health and wellness through Outreach and After-School dance programs.
4. Provide equitable access to reduce barriers to supplemental education and support services to allow the most vulnerable children and youth to achieve their full potential through the NDI NM Outreach program.
5. 121 Santa Fe youth ages 9-14 will participate in free of changed Advanced Team dance-based supplemental education program taught by NDI NM for a minimum of three hours per week for nine months during out-of-school-time each year during the 2026-27 school year.
6. 329 Santa Fe children aged 3-18 will participate in subsidized sliding scale After-School dance education programs annually.
7. Offer programming to 3rd, 4th, and 5th graders in 12 Santa Fe schools, with 85% or more students considered at-risk or low-income to provide free and accessible support.
8. 80% of students in Outreach programs will report increased school engagement, confidence, self-discipline, focus, teamwork and the ability to set and meet challenging goals to improve academic performance and in-school behavior.
9. 80% of student participants will report on improved knowledge and attitudes related to nutrition and physical activity, and report increased physical activity and improved mental health and wellness by the end of the school year.

B. Services:

1. Santa Fe Outreach Program which includes the following:
    a. Classes taught at mostly elementary schools during the school day as part of the curriculum.
    b. Instruct children in dance and dance-related movement with instruction focused on their physical, social, emotional, and mental health.
    c. 15-30 weekly classes throughout the school year, culminating in performances for the community.
2. Advanced Santa Fe SWAT/Celebration Teams which includes the following:
    a. Serve youth in grades 4 through 9.
    b. Classes taught after school or on the weekends for a minimum of 3-4 hours per week.
    c. Provide lessons in responsibility, maintaining a clean record of attendance, role modeling good behavior, and keeping a positive, hardworking and team-focused attitude.

3. Santa Fe After-School Program which includes the following:

    a. Serve youth ages 3-18.

    b. Lessons include leaning various types of dances.

    c. Pre-Professional Division, which serves as a career pathway for committed and disciplined children ages 11-18.

C. Contractor Requirements and Performance Metrics:

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.

2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.

3. Present to report progress to the Children and Youth Commission, as needed or requested.

4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.

4. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.

5. Attend regular meetings with City staff and community stakeholders, as needed or requested.

6. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

7. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.

8. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

9. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the services described in the Scope of Work.. The City agrees to pay the Contractor a not to exceed total amount of $209,622.00 [$69,874.00 annually], which excludes Gross Receipts Tax due to Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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 Program Manager	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	NDI New Mexico Russell Baker 1140 Alto St Santa Fe, NM 87501 russell@ndi-nm.org 505-660-0785

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

[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

DATE: _____

CONTRACTOR:
NATIONAL DANCE INSTITUTE (NDI)

Russell Baxter (Jul 9, 2026 18:18:16 MDT)

RUSSELL BAKER, EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 10, 2026 08:38:38 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

NDI_CYC_260526_Multi Year_CoSF

Final Audit Report 2026-07-10

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6oHbRE1A-7DSZmdy5kvdrdY_bl9LehFE
Documents:	NDI_CYC_260526_Multi Year_CoSF.pdf (11 pages)
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

"NDI_CYC_260526_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 8:17:03 PM GMT- IP address: 63.232.20.2

Document emailed to Russell Baxter (russell@ndi-nm.org) for signature
2026-07-09 - 8:18:09 PM GMT

Email viewed by Russell Baxter (russell@ndi-nm.org)
2026-07-10 - 0:17:36 AM GMT- IP address: 172.226.137.8

Document e-signed by Russell Baxter (russell@ndi-nm.org)
Signature Date: 2026-07-10 - 0:18:16 AM GMT - Time Source: server- IP address: 76.127.57.224 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to RUBY CREWS (racrews@santafenm.gov) for signature
2026-07-10 - 0:18:20 AM GMT

Email viewed by RUBY CREWS (racrews@santafenm.gov)
2026-07-10 - 0:18:28 AM GMT- IP address: 62.10.205.4

Document e-signed by RUBY CREWS (racrews@santafenm.gov)
Signature Date: 2026-07-10 - 2:38:38 PM GMT - Time Source: server- IP address: 73.242.167.95 - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-07-10 - 2:38:38 PM GMT

City of Santa Fe
Powered by Adobe Acrobat Sign

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school c b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2026

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:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED National Dance Institute of NM Inc. 1140 Alto Street Santa Fe, NM 87501	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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		PHPK2678979-006	4/15/2026	4/15/2027	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	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2678979-006	4/15/2026	4/15/2027	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			PHUB908830-006	4/15/2026	4/15/2027	AGGREGATE	$
	[ ] DED X RETENTION $ 10,000						Aggregate	$ 5,000,000
	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)

.

NDI NM May Event & Gala

(Dance Barns) 1140 Alto Street, Santa Fe, NM 87501
(Hiland Theater) 4800 Central Avenue SE, Albuquerque, NM 87108

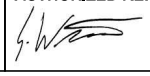
CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

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A. Extended Property Damage

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

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

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

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

C. Non-Owned Watercraft

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

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

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

D. Damage to Property You Own, Rent or Occupy

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

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

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

E. Damage to Premises Rented to You

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

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

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

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

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

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

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

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

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

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

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   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

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

F. HIPAA

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

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

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

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

   This insurance does not apply to:

   a. Intentional, Willful, or Deliberate Violations

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

   b. Criminal Acts

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

   c. Other Remedies

   Any remedy other than monetary damages for penalties assessed.

   d. Compliance Reviews or Audits

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

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

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

   b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

   c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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

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

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

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

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

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

H. Athletic Activities

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

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

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

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

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

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

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

J. Employee Indemnification Defense Coverage

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

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

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

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K. Key and Lock Replacement – Janitorial Services Client Coverage

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

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

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

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

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

b. "Employee" means:

(1) Any natural person:

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

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

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

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

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

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

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

(3) "Employee" does not mean:

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

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

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

L. Additional Insureds

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

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

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

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

2. Each of the following is also an insured:

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

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

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

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

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

(1) Their financial control of you; or

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

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

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

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

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

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

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

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

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

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

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

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

a. is amended to include:

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

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

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

O. Transfer of Rights of Recovery Against Others To Us

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

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

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

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

P. Liberalization

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

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

Q. Bodily Injury – Mental Anguish

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

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

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

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

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

b. Malicious prosecution or abuse of process;

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

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

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

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CITY OF SANTA FE

The Purchasing Memo

Date: June 29, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09:41:04 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: New Mexico Immigrant Law Center CYC Multi-Year Contract

Vendor Name: New Mexico Immigrant Law Center

Munis Vendor Number: 4146

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with New Mexico Immigrant Law Center to Deliver Services to Address the Children and Youth Commission Priority Area of Support Services for Youth at Higher Risk in the Total Amount of $255,000 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3260462.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH (Jul 14, 2026 12:59:27 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation, **New Mexico Immigrant Law Center** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **New Mexico Immigrant Law Center** to provide the requested services.

JV JV **Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 07/14/2026

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:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

New Mexico Immigrant Law Center - Children Youth Commission 3 Year Grant Cycle

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

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Services will address the following priority area and objectives.

Area 3: Support Services for Youth at Higher Risk

A. Goals and Objectives:

1. Equitable opportunities for youth will be provided for youth and their families engaged in systems.

2. Provide legal services to unduplicated immigrant youth to establish legal stability and reduce the risk of family separation and CYFD involvement.

3. Provide case management support to youth as needed.

4. Provide family preparedness support to immigrant parents and guardians through workshops and the NMILC Family Preparedness Toolkit, resulting in completed guardianship designations and powers of attorney that protect children from child welfare involvement if a parent is detained or removed.

B. Services:

1. Serve 34 unique client matters at a cost of $2,500 per person, per year. Services may include providing legal services, case management and family preparedness support to immigrant children and youth ages 0-21 including the following:

    a. Free legal representation to immigrant youth in removal proceedings, Special Immigrant Juvenile Status (SIJS) cases, crime victim visa applications (including U Visas, VAWA petitions, and T Visas), asylum cases, or residency and work permit applications.

    b. Assist families with guardianship and custody proceedings connected to immigration relief, including family court predicate orders required for SIJS eligibility.

    c. Provide family preparedness direct assistance including help completing caregiver affidavits and powers of attorney to ensure children have legally recognized caregivers in the event of a parent's detention or deportation.

    d. Provide case management as needed to support the legal process and the youth's well being.

C. Contractor Requirements and Performance Metrics:

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.

2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.

3. Present to report progress to the Children and Youth Commission, as needed or requested.

4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.

5. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.

6. Attend regular meetings with City staff and community stakeholders, as needed or requested.

7. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

8. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.

9. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

10. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the services described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of $255,000.00 [$85,000.00 annually], which excludes Gross Receipts Tax due to the Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** New Mexico Immigrant Law Center Teague Gonzales Co-Executive Director PO Box 7040 Albuquerque, NM 87194 505-247-1023

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

[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

DATE: _____

CONTRACTOR:

Teague Gonzalez
Teague Gonzalez (Jul 10, 2026 16:05:51 MDT)

TEAGUE GONZALEZ, CO-EXECUTIVE DIRECTOR

DATE: 07/10/2026

NMBTIN: 03197869000-GRT

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 13, 2026 07:54:50 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

NMILC_CYC_260526_Multi Year_CoSF

Final Audit Report 2026-07-13

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM7ZlLFcHpfbgXNP9R1Y4mSnYkQ6BkE7p
Documents:	NMILC_CYC_260526_Multi Year_CoSF.pdf (11 pages)
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

"NMILC_CYC_260526_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 8:21:52 PM GMT- IP address: 63.232.20.2

Document emailed to Teague Gonzalez (tgonzalez@nmilc.org) for signature
2026-07-09 - 8:22:22 PM GMT

Email viewed by Teague Gonzalez (tgonzalez@nmilc.org)
2026-07-09 - 11:41:18 PM GMT- IP address: 73.26.34.185

Document e-signed by Teague Gonzalez (tgonzalez@nmilc.org)
Signature Date: 2026-07-10 - 10:05:51 PM GMT - Time Source: server- IP address: 73.26.34.185 - Signature Appearance Selected: TYPE

Document emailed to RUBY CREWS (racrews@santafenm.gov) for signature
2026-07-10 - 10:05:55 PM GMT

Email viewed by RUBY CREWS (racrews@santafenm.gov)
2026-07-13 - 1:54:13 PM GMT- IP address: 73.242.167.95

Document e-signed by RUBY CREWS (racrews@santafenm.gov)
Signature Date: 2026-07-13 - 1:54:50 PM GMT - Time Source: server- IP address: 73.242.167.95 - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-07-13 - 1:54:50 PM GMT

Powered by Adobe Acrobat Sign

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school c b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 3, 2025

City of Santa Fe
PO Box 909
PO Box 909
SANTA FE NM 87504

Account Information:

Policy Holder Details :	**NEW MEXICO IMMIGRANT LAW CENTER**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2025

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 SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DANIELS INS AGENCY INC 34350178 320 GOLD SW STE 700 ALBUQUERQUE NM 87102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (505) 766-9676 **FAX (A/C, No):** (505) 766-9679 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC#** **INSURER A :** Sentinel Insurance Company Ltd. — 11000
INSURED NEW MEXICO IMMIGRANT LAW CENTER PO BOX 7040 ALBUQUERQUE NM 87194-7040	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			34 SBA TZ1102	08/19/2025	08/19/2026	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 [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			34 SBA TZ1102	08/19/2025	08/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	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	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
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

Susan L. Castaneda

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3260462, NMILC - Ready for Approvals

Final Audit Report 2026-07-13

Created:	2026-07-13
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA24VG01owQzBoXUbuIVKsa6WcOaIDxU1C
Documents:	3260462, NMILC - Ready for Approvals.pdf (24 pages)
Number of Documents:	1
Document page count:	24
Number of supporting files:	0
Supporting files page count:	0

"3260462, NMILC - Ready for Approvals" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-13 - 2:46:27 PM GMT- IP address: 63.232.20.2

Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-07-13 - 2:49:33 PM GMT

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
2026-07-13 - 3:09:56 PM GMT- IP address: 76.127.40.102

Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)
Signature Date: 2026-07-13 - 3:11:23 PM GMT - Time Source: server- IP address: 76.127.40.102 - Signature Appearance Selected: IMAGE

Document emailed to Marcella Apodaca (maapodaca1@santafenm.gov) for signature
2026-07-13 - 3:11:27 PM GMT

Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-07-13 - 3:37:46 PM GMT- IP address: 104.47.64.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-07-13 - 3:38:07 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature
2026-07-13 - 3:38:11 PM GMT

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Document e-signed by Sandra Emory (sxemory@santafenm.gov)

Signature Date: 2026-07-13 - 11:15:48 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-13 - 11:15:48 PM GMT

CYC2027_-_New_Mexico_Immigrant_Law_Center

Final Audit Report 2026-07-14

Created:	2026-07-14
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEz1JOFlCOjMrsQ9zZLNO6smy7kpTsdq8
Documents:	CYC2027_-_New_Mexico_Immigrant_Law_Center.pdf (26 pages)
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"CYC2027_-_New_Mexico_Immigrant_Law_Center" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-07-14 - 4:53:01 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-07-14 - 4:56:33 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-07-14 - 4:56:47 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document sent to Andrew Hopkins (ajhopkins@santafenm.gov), CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) and CHRISTOPHER PARKER (csparker@santafenm.gov) for signature. One of them to sign
2026-07-14 - 4:57:03 PM GMT

Signer CHRISTOPHER PARKER (csparker@santafenm.gov) entered name at signing as Chris Parker for AJH
2026-07-14 - 6:59:25 PM GMT- IP address: 63.232.20.2

Document e-signed by Chris Parker for AJH (csparker@santafenm.gov)
Signature Date: 2026-07-14 - 6:59:27 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
2026-07-14 - 6:59:43 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2026-07-14 - 7:00:52 PM GMT- IP address: 153.66.19.166

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

Signature Date: 2026-07-14 - 8:53:45 PM GMT - Time Source: server- IP address: 153.66.19.166 - Signature Appearance Selected: IMAGE

Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature

2026-07-14 - 8:54:02 PM GMT

Email viewed by Monica Maestas (mfmaestas@santafenm.gov)

2026-07-14 - 9:44:40 PM GMT- IP address: 104.47.65.254

Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)

Signature Date: 2026-07-14 - 9:45:34 PM GMT - Time Source: server- IP address: 76.113.88.69 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-14 - 9:45:34 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09:36:41 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: Partners in Education Foundation CYC Multi-Year Contract

Vendor Name: Partners in Education Foundation

Munis Vendor Number: 4137

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Partners in Education Foundation as a Fiscal Sponsor for Santa Fe Public Schools Office of Student Wellness to Deliver Services to Address the Children and Youth Commission Priority Area of Youth Physical, Mental Health and Well Being in the Total Amount of $240,975 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3270011.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH (Jul 14, 2026 16:29:14 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation **Partners in Education Foundation- Santa Fe Public Schools Office of Student Wellness** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Partners in Education Foundation- Santa Fe Public Schools Office of Student Wellness** to provide the requested services.

JV JV

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/16/2026

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:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

Partners in Education Foundation - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Partners in Education Foundation for the 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.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

A. Services will address the following priority area and objectives.

Area 2: Youth Physical, Mental Health and Well Being

A. Goals and Objectives:

1. Expand equitable access to mental health, prevention and enrichment opportunities for youth, staff and families.
2. Strengthen youth resilience, coping skills and protective factors.
3. Increase mental health literacy and reduce stigma.
4. Strengthen school climate, connection and systems of support.
5. Deliver Youth Mental Health First Aid (YMHFA) and Signs of Suicide (SOS) training to staff and adults.
6. Implement teen Mental Health First Aid (tMHFA) in high school freshman health classes and Signs of Suicide (SOS) at middle schools.
7. Provide parent/caregiver workshop, "Supporting Your Child's Mental Health"
8. Provide school-based WAVE groups and youth leadership and engagement opportunities.
9. Expand awareness of and participation in healthy recreation and enrichment opportunities.
10. Teach coping strategies, emotional regulation and help-seeking through tMHFA and SOS.
11. Build peer support, belonging and connection through group participation.
12. Develop peer helping and leadership skills.
13. Deliver evidence-based mental health education across students, staff and families.
14. Promote consistent, youth centered messaging and campaigns.
15. Implement youth-led wellness campaigns and learning opportunities across schools.
16. Implement school site wellness projects.
17. Facilitate district-wide events.
18. Build staff capacity to respond to student needs.
19. Strength connection between students, staff, families and resources.

B. Services:

Delivery of the following programs:

1. Wellness Ambassadors to Voice and Empower (WAVE), including the following components:
    a. School-based WAVE groups that foster peer connection and engagement.
    b. Student led wellness projects that improve school climate and increase student body's awareness of mental health and prevention topics.

c. District-wide events that build leadership, skills and cross-school connection.

d. Coordinated wellness campaigns that raise awareness and promote healthy behaviors.

e. Youth leadership development through the WAVE Leadership Council and site based projects.

f. Structured opportunities for youth voice, expression and advocacy.

g. Enrichment activities that support healthy choices, belonging and positive peer relationships.

2. Mental Health initiative, including the following components:

a. Youth Mental Health First Aid (YMFHA) training for staff and other adults.

b. Signs of Suicide (SOS) (or similar) suicide prevention training for staff.

c. Teen Mental Health First Aid (tMHFA) for high school students.

d. Signs of Suicide (SOS) (or similar) curriculum for middle school students.

e. Parent/caregiver mental health workshops.

f. Coordination of mental health education and prevention supports across schools.

C. Contractor Requirements and Performance Metrics:

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.

2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.

3. Present to report progress to the Children and Youth Commission, as needed or requested.

4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.

5. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.

6. Attend regular meetings with City staff and community stakeholders, as needed or requested.

7. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

8. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.

9. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and

participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

10. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the services described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of $240,975.00 [$80,325.00 annually], which excludes Gross Receipts Tax due to Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** Partners in Education Foundation for the Santa Fe Public Schools Sarah Amador-Guzman 1300 Camino Sierra Vista Santa Fe, NM 87505 sarah@sfpartnersined.org 505.467.260

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

[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

DATE: _____

CONTRACTOR:
PARTNERS IN EDUCATION FOUNDATION FOR THE SANTA FE PUBLIC SCHOOLS

Sarah Amador-Guzman
Sarah Amador-Guzman (Jul 9, 2026 22:03:14 MDT)

SARAH AMADOR-GUZMAN
EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN: 02-172902-00-6

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 10, 2026 08:39:58 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

SFPS OSW_CYC_260527_Multi Year_CoSF

Final Audit Report 2026-07-10

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFBoVpZCK8Od1ztryveQQNr0SoNb_AkzD
Documents:	SFPS OSW_CYC_260527_Multi Year_CoSF.pdf (12 pages)
Number of Documents:	1
Document page count:	12
Number of supporting files:	0
Supporting files page count:	0

"SFPS OSW_CYC_260527_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 9:01:09 PM GMT- IP address: 63.232.20.2

Document emailed to Sarah Amador-Guzman (sarah@sfpartnersined.org) for signature
2026-07-09 - 9:01:44 PM GMT

Email viewed by Sarah Amador-Guzman (sarah@sfpartnersined.org)
2026-07-10 - 4:02:58 AM GMT- IP address: 74.125.212.228

Document e-signed by Sarah Amador-Guzman (sarah@sfpartnersined.org)
Signature Date: 2026-07-10 - 4:03:14 AM GMT - Time Source: server- IP address: 172.59.0.203 - Signature Appearance Selected: TYPE

Document emailed to RUBY CREWS (racrews@santafenm.gov) for signature
2026-07-10 - 4:03:18 AM GMT

Email viewed by RUBY CREWS (racrews@santafenm.gov)
2026-07-10 - 2:39:29 PM GMT- IP address: 73.242.167.95

Document e-signed by RUBY CREWS (racrews@santafenm.gov)
Signature Date: 2026-07-10 - 2:39:58 PM GMT - Time Source: server- IP address: 73.242.167.95 - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-07-10 - 2:39:58 PM GMT

Powered by Adobe Acrobat Sign

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school d b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2026

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 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
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Public Schools Insurance Authority
Member: Santa Fe Public Schools
4110 Old Taos Highway
Santa Fe, NM 87501

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 L0029	07/01/2026	07/01/2027	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] 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.
Re: Adelante Grant

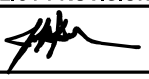
CERTIFICATE HOLDER

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



ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2026

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	CONTACT NAME: Michael Latting	
Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: dbradford@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mountain States Indemnity Comp	10177
INSURED Partners in Education Foundation for the Santa Fe Public P.O. Box 23374 Santa Fe NM 87502-3374 (505) 474-0240	INSURER B : Donegal Mutual Insurance Compa	13692
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES DB **CERTIFICATE NUMBER:** Cert ID 40693 (3) **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	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			CPT9023968	01/01/2026	01/01/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			1000020528	01/01/2026	01/01/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Property - Commercial			CPT9023968	01/01/2026	01/01/2027		$
								$

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

General Liability policy contains a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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3270011, SFPS OSW PIE - Ready for Approval

Final Audit Report 2026-07-13

Created:	2026-07-10
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-VqzDR2hT2srwNblk9B8YpV2jrwPI4TY
Documents:	3270011, SFPS OSW PIE - Ready for Approval.pdf (26 pages)
Number of Documents:	1
Document page count:	26
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Supporting files page count:	0

"3270011, SFPS OSW PIE - Ready for Approval" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
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2026-07-12 - 5:36:39 PM GMT- IP address: 62.10.205.21

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Agreement completed.

2026-07-13 - 11:13:50 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09:39:27 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: Santa Fe Public Schools- Teen Parent Program CYC Multi-Year Contract

Vendor Name: Santa Fe Public Schools Administration

Munis Vendor Number: 1531

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Santa Fe Public Schools to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness in the Total Amount of $240,000 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3270025.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH Chris Parker for AJH (Jul 15, 2026 16:35:21 MDT) **Date:** 07/15/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation **Santa Fe Public Schools- Teen Parent Program** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Santa Fe Public Schools- Teen Parent Program** to provide the requested services.

JV JV **Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 07/16/2026

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:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

SFPS – Teen Parent Program - Children Youth Commission 3 Year Grant Cycle

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.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Area 1: Education and Career Readiness

A. Goals and Objectives:

1. Increase high school graduation rates for teen parents.
2. Increase post-secondary enrollment and persistence among teen parents.
3. Reduce chronic absenteeism among teen parents.
4. Increase workforce readiness for teen parents.
5. Improve prenatal and pediatric health outcomes for teen mothers and their children.
6. Reduce repeat teen pregnancies.
7. Increase parenting skills and family stability among teen parents.
8. Improve early childhood developmental outcomes for children of teen parents.
9. Screen students to identify needed services and assign a health navigator to coordinate care across agencies.
10. Utilize referrals to and from community partner organizations.
11. Improve health outcomes by increasing access to prenatal care, supporting full-term births and healthy infant birth weights.
12. Facilitate enrollment in prenatal and postpartum home visiting programs,
13. Connect students' children to Early Head Start or other childcare providers to support consistent school attendance.
14. Deliver comprehensive academic support and health navigation services to all participants, including those engaged in post-secondary education, certificate programs or workforce training.
15. Promote increase school attendance and high school graduation rates among expectant and parenting teens.
16. Strengthen and expand partnerships with social service agencies.
17. Support higher rates of post-secondary enrollment among participating students.
18. Assist families with enrollment in high quality childcare programs to support early learning outcomes.

B. Services:

Provide individualized, trauma-informed and culturally responsive services to expectant and parenting youth, including but not limited to the following:

1. Academic Case Management
    a. Conduct student outreach, intake and needs assessments.
    b. Provide ongoing case management and individualized goal planning.
    c. Monitor attendance, grades, credit completion and graduation progress.

d. Coordinate with school counselors, tutors and administrators to support academic success.

e. Re-engage students who have disengaged from school and support participation in traditional graduation pathways or GED/HiSET/NEDP when appropriate.

f. Support post secondary planning, workforce readiness and transitions to college, career training or employment.

2. Health System Navigation

   a. Assist students with accessing prenatal, postpartum, pediatric, dental and behavioral healthcare services.

   b. Support enrollment and maintenance of health insurance and public benefits, including Medicaid, WIC and SNAP.

   c. Coordinate referrals through established referral systems.

   d. Provide education regarding nutrition, physical activity, substance use prevention, reproductive health and healthy lifestyle practices.

   e. Facilitate referrals to relevant health services.

3. Parenting Education and Family Support

   a. Deliver the NM GRADs parenting curriculum for elective high school credit.

   b. Provide instruction in parenting skills, child development, prenatal and neonatal care, healthy relationships, financial literacy, goal setting and employability skills.

   c. Promote safe and nurturing home environments and positive parent-child attachment.

   d. Connect students to community resources including childcare, housing assistance, legal services and family support programs.

4. Early Childhood Development

   a. Assist families with enrollment in Early Head Start, preschool, childcare and kindergarten programs.

   b. Promote early literacy, early numeracy, language development and healthy developmental practices.

   c. Support referrals to home visiting, early intervention and early education services.

5. Material and Emergency Supports

   a. Provide supplemental assistance and essential items, including diapers, formula, baby supplies, rental assistance and other emergency supports that reduce barriers to school attendance and family stability.

C. Contractor Requirements and Performance Metrics

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
3. Present to report progress to the Children and Youth Commission, as needed or requested.
4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.
5. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
6. Attend regular meetings with City staff and community stakeholders, as needed or requested.
7. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
8. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.
9. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.
10. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the services described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of $240,000.00 [$80,000.00 annually], which excludes Gross Receipts Tax due to Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** Santa Fe Public Schools Dr. Christine Griffin 1300 Camino Sierra Vista Santa Fe, NM 87505 superintendent@sfps.k12.nm.us 505-467-2000

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

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

DATE: _____

CONTRACTOR:
SANTA FE PUBLIC SCHOOLS

Dr. Christine Griffin
Dr. Christine Griffin (Jul 13, 2026 16:12:40 MDT)

DR. CHRISTINE GRIFFIN, SUPERINTENDENT

DATE: 07/13/2026

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 13, 2026 16:13:23 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

SFPS Teen Parent Program_CYC_260528_Multi Year_CoSF

Final Audit Report 2026-07-13

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASMmrJzYMmmibPJqvug-QCnuQwv21YsA8
Documents:	SFPS Teen Parent Program_CYC_260528_Multi Year_CoSF.pdf (12 pages)
Number of Documents:	1
Document page count:	12
Number of supporting files:	0
Supporting files page count:	0

"SFPS Teen Parent Program_CYC_260528_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 9:11:27 PM GMT- IP address: 63.232.20.2

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2026-07-09 - 9:12:02 PM GMT

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2026-07-10 - 3:28:07 AM GMT- IP address: 172.226.137.28

Email viewed by Dr. Christine Griffin (cgriffin@sfps.k12.nm.us)
2026-07-13 - 4:15:10 AM GMT- IP address: 104.28.48.119

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2026-07-13 - 10:12:44 PM GMT

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2026-07-13 - 10:13:04 PM GMT- IP address: 104.47.65.254

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Document e-signed by RUBY CREWS (racrews@santafenm.gov)

Signature Date: 2026-07-13 - 10:13:23 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.

2026-07-13 - 10:13:23 PM GMT

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Adobe
Acrobat Sign

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school d b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2026

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 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
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Public Schools Insurance Authority
Member: Santa Fe Public Schools
4110 Old Taos Highway
Santa Fe, NM 87501

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 L0029	07/01/2026	07/01/2027	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 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 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	
							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.
Re: Adelante Grant

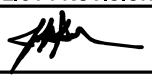
CERTIFICATE HOLDER

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 (excluding Medical)
$1,050,000 Combined Limit/Maximum Liability

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3270025, SFPS Teen Parent - Ready for Approval

Final Audit Report 2026-07-15

Created:	2026-07-13
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArQWNaG9Q_HFtnHYAkZivEe-nhigOkQD0
Documents:	3270025, SFPS Teen Parent - Ready for Approval.pdf (26 pages)
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"3270025, SFPS Teen Parent - Ready for Approval" History

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2026-07-13 - 10:49:45 PM GMT- IP address: 63.232.20.2

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2026-07-13 - 10:51:03 PM GMT

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2026-07-14 - 0:32:39 AM GMT- IP address: 76.127.40.102

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2026-07-14 - 0:34:17 AM GMT

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2026-07-15 - 3:04:37 PM GMT- IP address: 104.47.64.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
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2026-07-15 - 3:05:09 PM GMT

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2026-07-15 - 3:05:15 PM GMT- IP address: 62.10.205.21

Document e-signed by Sandra Emory (sxemory@santafenm.gov)

Signature Date: 2026-07-15 - 3:45:29 PM GMT - Time Source: server- IP address: 63.232.20.129 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-15 - 3:45:29 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager SVT Sierra Trujillo (Jul 4, 2026 09:38:36 GMT+2)

Via: Sandra Emory, Community Services Department Director Sandra Emory

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Subject: The Sky Center/New Mexico Suicide Intervention Project CYC Multi-Year Contract

Vendor Name: The Sky Center/New Mexico Suicide Intervention Project

Munis Vendor Number: 1880

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with The Sky Center/New Mexico Suicide Intervention Project to Deliver Services to Address the Children and Youth Commission Priority Areas of Youth Physical, Mental Health and Well Being and Support Services for Youth at Higher Risk in the Total Amount of $225,000 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3260467

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

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

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH (Jul 14, 2026 16:28:37 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation **The Sky Center/New Mexico Suicide Intervention Project** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **The Sky Center/New Mexico Suicide Intervention Project** to provide the requested services.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/16/2026

AP
AP

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:

Horizons declination

CPO Service Determination Email

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

PROFESSIONAL SERVICES CONTRACT

The Sky Center/New Mexico Suicide Intervention Project - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and The Sky Center/New Mexico Suicide Intervention Project, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

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-NMSA 1978, Section 13-1-111, RFP; 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:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Area 2: Youth Physical, Mental Health and Well Being

Area 3: Support Services for Youth at Higher Risk

A. Goals and Objectives:

1. Prevent suicidal behaviors among high-risk children and youth through accessible, effective and culturally appropriate family counseling.
2. Teach young people to recognize and respond appropriately to peers showing signs of suicide risk.
3. Reconnect school-age youth with their families, school and community.
4. Improve youth social and emotional functioning and resilience through skill training that promotes school investment, healthy choices and positive connections.
5. Increase youth resilience, coping skills and overall well being.
6. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems.
    a. Reduced emergency department use by adolescents.
7. Greater awareness of the problem warning signs of suicide and ability to access help.
8. Reduced levels of suicide risk behaviors, such as depression, frequent mood swings, family or school conflict.
9. Increased levels of protective factors, including strong family and social support, as well as inner skills to cope with stress, trauma, conflict, mood management and depression.
10. Youth involvement in creating a more caring, inclusive and healthy school environment.

B. Services:

Serve 250 youth per year through the following programs:

1. Family Counseling
2. The Natural Helpers program, which includes peer-helping-peer student leaders learn how to interrupt bullying, champion kindness and serve as the eyes and ears of their school.
3. Inner and Out Life Skills program where student participants who are identified by the school principal and/or wellness counselors as needing services join an eight-week responsive curriculum that strengthens both the internal and external resources students need to cope and thrive in today's world. Behavioral issues addressed include, but are not limited to:
    i. lack of personal control, aggressive behavior, depressed mood, bullying, relational issues, academic failure, grief and loss.
4. Bilingual services including collecting completed screening forms and working with community partners to access essential services as well as supporting families in need of assistance with food, housing, transportation and other factors to meet their social needs.

C. Contractor Requirements and Performance Metrics:

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
3. Present to report progress to the Children and Youth Commission, as needed or requested.
4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.
5. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
6. Attend regular meetings with City staff and community stakeholders, as needed or requested.
7. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
8. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.
9. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.
10. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle 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.

IV. COMPENSATION

A. The City shall compensate the Contractor for the goods described in the Scope of Work.. The City agrees to pay the Contractor a not to exceed total amount of $225,000.00 [$75,000.00 annually], which excludes Gross Receipts Tax due to the Contractor's not for profit status.

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.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. 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 the "Appropriations" Article, 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**.*

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. MERGER

This Contract incorporates all the Contracts, 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 **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	**To the Contractor:** The Sky Center/New Mexico Suicide Intervention Project Marisol Pena PO Box 6004 Santa Fe, NM 87502 marisol@skycenter.nmsip.org 505-473-6191

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

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

DATE: _____

CONTRACTOR:
THE SKY CENTER/NEW MEXICO SUICIDE INTERVENTION PROJECT

_____

MARISOL PEÑA , EXECUTIVE DIRECTOR

DATE: 07/13/2026

NMBTIN: 02-294330-00-7

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 13, 2026 13:41:26 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

The Sky Center_CYC_260528_Multi Year_CoSF

Final Audit Report 2026-07-13

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlyl9-Qc9Luaf3VK4DpqmCD4dMDIJAsbi
Documents:	The Sky Center_CYC_260528_Multi Year_CoSF.pdf (11 pages)
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

"The Sky Center_CYC_260528_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 8:42:54 PM GMT- IP address: 63.232.20.2

Document emailed to Marisol Pena (marisol@skycenter.nmsip.org) for signature
2026-07-09 - 8:43:26 PM GMT

Email viewed by Marisol Pena (marisol@skycenter.nmsip.org)
2026-07-09 - 9:10:54 PM GMT- IP address: 74.125.209.67

Email viewed by Marisol Pena (marisol@skycenter.nmsip.org)
2026-07-13 - 4:08:14 PM GMT- IP address: 74.125.209.67

Document e-signed by Marisol Pena (marisol@skycenter.nmsip.org)
Signature Date: 2026-07-13 - 6:38:24 PM GMT - Time Source: server- IP address: 97.182.106.157 - Signature Appearance Selected: IMAGE

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-07-13 - 6:38:28 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-07-13 - 6:38:37 PM GMT- IP address: 51.54.38.123

Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-07-13 - 7:41:26 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Powered by Adobe Acrobat Sign

Agreement completed.

2026-07-13 - 7:41:26 PM GMT

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824
CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

CITY OF SANTA FE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.
Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 11:56 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?
Thanks,
Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION
A connected community where all children and youth have the support and opportunity to thrive.

MISSION
We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24

Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical a wellbeing.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa mental distress) b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternativ engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	**Desired Outcomes**	**Priority Indicators**
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school d b. Child abuse & ne c. Delinquent referr d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation setting)

Best,

Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design

- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2026

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 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: Evie Padilla
RSC INSURANCE BROKERAGE INC 810 CALLE MEJIA SUITE 106 SANTA FE NM 87501	PHONE (A/C, No, Ext): 505.982-0934 FAX (A/C, No): E-MAIL ADDRESS: EPADILLA@RISK-SPECIALITIES.COM
INSURED NEW MEXICO SUICIDE INTERVENTION PROJECT P O BOX 6004 SANTA FE, NN 87502-6004	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO SECURITY INS CLO INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 001 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PHPK2262736-016	03/28/2026	03/28/2027	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 [ ] ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			PHPK2262736-016	03/28/2026	03/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21696.128	03/13/2026	03/13/2027	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

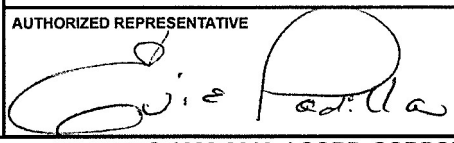
CERTIFICATE HOLDER

City of Santa Fe
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



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COMMENTS/REMARKS

EMPLOYEE DISHONESTY
$100,000 LIMIT $5,000 DEDUCTIBLE

PROFESSIONAL LIABILITY
$1,000,000 EACH PROFESSIONAL OCCURRENCE
$2,000,000 GENERAL AGGREGATE

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3260467, The Sky Center-New Mexico Suicide Intervention Project

Final Audit Report 2026-07-13

Created:	2026-07-13
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh45u_MvLTpc2-dw3Em8yBY-Kdg_jEnx3
Documents:	3260467, The Sky Center-New Mexico Suicide Intervention Project.pdf (25 pages)
Number of Documents:	1
Document page count:	25
Number of supporting files:	0
Supporting files page count:	0

"3260467, The Sky Center-New Mexico Suicide Intervention Project" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-13 - 8:13:35 PM GMT- IP address: 63.232.20.2

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Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
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2026-07-13 - 8:33:07 PM GMT

Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-07-13 - 8:35:03 PM GMT- IP address: 104.47.65.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-07-13 - 8:36:00 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature

2026-07-13 - 8:36:04 PM GMT

Document e-signed by Sandra Emory (sxemory@santafenm.gov)

Signature Date: 2026-07-13 - 10:12:37 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-13 - 10:12:37 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: June 29, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee
Travis Dutton–Leyda, CPO

From: Shirley Spencer, TSF Administrative Manager Shirley Spencer

Via: Randy Randall, TSF Executive Director Randy Randall (Jun 29, 2026 16:33:25 MDT)

Cc: Jordan Guenther, TSF Marketing Director

Subject: Public Relations – for TSF

Vendor Name: Lou Hammond

Munis Vendor Number: 10638

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Professional Service Agreement in the Total Amount of $588,000 - Not to Exceed for Public Relations Services for Four-Year Term (FY27-FY30) with Lou Hammond; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

COMMITTEE REVIEW:
Quality of Life Committee: 07/22/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

CONTRACT NUMBER:

FY27-FY30: 3270013

BACKGROUND AND SUMMARY:

Lou Hammond provides public relations for TOURISM Santa Fe. They were awarded via an RFP# TRFP-072. Funding is broken down as noted below.

FY27 - $144,000

FY28 - $144,000

FY29 - $150,000

FY30 - $150,000

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodger Tax / 213

Munis Org Name/Number: Visit Santa Fe / 2130521

Munis Object Name/Number: Service Contracts / 510310

Budget Officer / Designee: Chris Parker for AJH Chris Parker for AJH (Jul 13, 2026 14:29:16 MDT) **Date:** 07/13/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP#TRFP-072

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/14/2026

AP
AP

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: _____ _____ _____

ATTCHMENTS:
Professional Service Contract
Horizons declination
Blanket Determination CPO signed
RFP: Vendors Cost Sheet
COI

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Strategic Communications & Public Relations (PR) for Santa Fe, NM

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Lou Hammond Group, 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 NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; 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

I. SCOPE OF WORK

In collaboration with TOURISM Santa Fe ("TSF"), the Contractor shall perform the following Scope of Work to continue to build destination brand awareness, , and increase visitation to the City of Santa Fe:

A. Public Relations Strategy — develop and implement annual public relations strategies that align with seasonal marketing campaigns and editorial calendar cycles. Tactics may include, but are not limited to:

1. Promotions Planning, PR/Event Planning, Media familiarization ("FAM") tours, Media Events/Blogger/Media Dinners, Integrated Marketing Strategies.
2. Integration of TSF's public relations campaigns with paid and owned media plans.

3. Forge strong, positive relations with journalists, editors, and producers.
4. Actively and regularly participate in marketing strategy and marketing campaign review sessions with TSF staff and other creative agencies.
5. All aspects of the Public Relations strategy and implementation are subject to approval by TSF.

B. Media Relations —

1. Pitch Santa Fe, NM to national, travel trade, influencers, local lifestyle and travel publications, as well as additional opportunities that fit the Santa Fe brand.
2. Draft pitches, press releases, and other communication pieces as agreed upon and approved by TSF, incorporating branded content as appropriate.
3. Manage distribution of communication pieces and track resulting media relations activity.
4. Make recommendations to showcase top-tier earned media for owned consumer-facing digital platforms.
5. Forge new and steward existing media relationships in collaboration with TSF.
6. Coordinate with TSF to communicate with influencers, journalists, editors, and producers to develop relationships and inspire coverage through social media and other digital engagement platforms.
7. Secure quality earned media impressions to strengthen Santa Fe's positioning amongst competitor markets.
8. Execute public relations tactics and collaborate with tourism industry partners as agreed upon with TSF, including but not limited to media missions, FAM tours, and public relations campaigns.
9. Coordinate and assist with all individual and group media FAM tours. This includes:
    a. Developing target media list,
    b. Recruiting media participants who will deliver coverage in top-tier national and regional publications,
    c. Designing invitations,
    d. Managing responses and communications with participants,
    e. Making flight/transportation arrangements, and
    f. Preparing a press trip itinerary for participants.
10. Coordinate and schedule media desk-side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion, the awarded agency may be asked to accompany TSF Staff.
11. In collaboration with TSF, develop a plan to optimize the utilization of industry pitching platforms.

C. Metrics, Monitoring, and Reporting —

1. Provide monthly, quarterly, and annual earned media reports as well as overall impressions, Return on Investment (ROI), Key Performance Indicators (KPIs), and ROI of hosted media events and campaigns.
2. Propose incremental annual goals and KPIs, to include impressions and value, positive sentiment, share of voice, media quality score, and conversion metrics.
3. Provide ongoing strategic recommendations established from monthly and quarterly metrics and analytics assessment.
4. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report including the following for each piece of coverage:
    a. publication name,
    b. clip/copy of coverage,
    c. publication date,
    d. electronic link to coverage (if available), and
    e. media value and circulation or impressions.
5. Provide monthly summary on all media assistance, communications, contacts, and results from pitch communications and press releases on behalf of TSF. TSF may request custom reporting as necessary throughout the contract term.

D. Community Advocacy Planning to help showcase the value and tell the story of tourism in Santa Fe, NM.

E. Content Creation — editorial calendar, press kit, press releases, blog posts,and other forms of content as appropriate.

F. Special Events — press conferences and media tours.

G. Monitor media trends and identify appropriate opportunities to pursue.

H. Garner exposure for the destination through all forms of media, including national print, radio, and digital promotions.

I. Occasional presentations during Occupancy Tax Advisory Board (OTAB) Meetings.

J. The agency shall assign a permanent account team that will take ownership of the Santa Fe account. The agency must assign one account manager to this account and demonstrate what percentage of that individual's time will be devoted to this account. Frequently changing or ad hoc assignment of personnel will not be accepted and can be considered grounds for contract termination.

II. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Strategic Communications & Public Relations (PR) 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.

III. COMPENSATION

The City shall pay to the Contractor in full payment for services satisfactorily

performed BASED UPON DELIVERABLES, such compensation not to exceed five hundred eighty-eight thousand dollars ($588,000) excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $588,000. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

Payment shall be rendered as follows:

Option Year 1, FY27: (July 1, 2026, thru June 30, 2027) Price: $144,000 ($132,000 fee + $12,000 out of pocket expenses)

Option Year 2, FY28: (July 1, 2027, thru June 30, 2028) Price: $144,000 ($132,000 fee + $12,000 out of pocket expenses)

Option Year 3, FY29: (July 1, 2028, thru June 30, 2029) Price: $150,000 ($138,000 fee + $12,000 out of pocket expenses)

Option Year 4, FY30: (July 1, 2029, thru June 30, 2030) Price: $150,000 ($138,000 fee + $12,000 out of pocket expenses)

IV. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2030** unless terminated prior pursuant to the "Termination" and "Appropriations" Articles of this Contract.

V. 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 the "Appropriations" Article, 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.*

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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 demonstrating Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

XXI. OTHER INSURANCE

The Contractor shall furnish the City with proof of insurance demonstrating Contractor's compliance with the provisions of this section as regards other insurance as a condition prior to performing services under this Contract.

A. COMMERCIAL GENERAL LIABILITY

Insurance shall be written on an occurrence basis and use 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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

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.

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.

XXII. 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.

XXIII. 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.

XXIV. 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 defenses 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.

XXV. 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.

XXVI. 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.

XXVII. 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:	**TOURISM Santa Fe:**	**Lou Hammond Group, Inc.:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Jordan Guenther 201 W. Marcy Street, Santa Fe, NM 87501 jguenther@santafenm.gov	Stephen Hammond 145 King Street, Suite 411, Charleston, SC 29401 stephenh@louhammond.com

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of this Contract without cost to the City, if the Contractor defaults or 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 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.

[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:
LOU HAMMOND GROUP, INC.

Stephen Hammond (Jun 23, 2026 14:57:48 EDT)

STEPHEN HAMMOND, OWNER

DATE: 06/23/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Sarah Piltch
Sarah Piltch (Jun 23, 2026 13:29:29 MDT)

06/23/2026

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

~~ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR~~
Monica Maestas, Finance Director

HORIZONS of New Mexico
Jobs for People with Disabilities

Services Offered to the City of Santa Fe (FY26)

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

6121 Indian School Rd. NE Suite 220, Albuquerque, NM 87110 | 505-345-1540 | mloehman@horizonsofnewmexico.org

SPENCER, SHIRLEY J.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, July 8, 2026 4:48 PM
To: SPENCER, SHIRLEY J.
Cc: PEREZ, ALYSSA E. (Contractor); Purchasing DET
Subject: RE: determination email - needed for PR services

Hi Shirley, I thought we already had one for this.

Anyway, here is another.

Based on the information you provided, the scope of work is classified as ***Professional Services*** for procurement purposes. This classification is made solely to answer the classification question and does not constitute a comprehensive review of the scope or of the procurement method's compliance with all applicable legal or regulatory requirements. This determination may change if the scope of work is modified from the original submission.

Procurements must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe Procurement Manual
- City ordinances
- Central Purchasing procedures
- Applicable State Statutes
- Any requirements of the New Mexico Department of Workforce Solutions, if applicable

Notes and additional approvals:

- Save this email as a PDF and upload it to the corresponding Munis record(s).
- 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 items that must be reviewed and preapproved by another City department or division, send the same scope of work to the appropriate email address before selecting a vendor and include their response in your packet/Munis.

For subject-matter review and signatures, use the following contacts:

- -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

[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/

CITY OF SANTA FE
FINANCE

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

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Wednesday, July 8, 2026 12:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Cc: PEREZ, ALYSSA E. (Contractor) <aeperez@santafenm.gov>
Subject: determination email - needed for PR services
Importance: High

Hi Travis,

Happy Wednesday!

Can you provide a determination for the RFP 2027-009 for TSF public relation services per the open gov request (see below). As I understand from Alyssa – your procurement email is needed in lieu of the Blanket Determination I submitted for the RFP? Attached is what is submitted to OG

Much Appreciated....

← Back to All Requests

Lou Hammond Contract Packet

2027-009-Request

Created By

SS Shirley Spencer

Jump To: General Information | Purchase Details 1 | Vendor Selection | Packet Details | Attachments

Rejected by Alyssa Perez on behalf of Purchasing Contractor on 7/8/26 at 10:37am
please include cpo email and you will also need a new coi very soon

Shirley Spencer
Administrative Manager

COST RESPONSE FORM

Please provide a detailed breakdown of the annual cost to perform the scope of work as outlined in the Detailed Scope of Work.

<u>Structure cost as an annual contracted total sum, billed monthly.</u> Please include any categorical distinctions. The format is not defined, but a cost proposal must include any and all items that will generate a cost to the Agency.

Description	Type	Quantity	Cost per Item
Agency Fee Year 1	Annual	Paid Monthly @$11,000	$132,000
Agency Out of pocket expenses Year 1	Annual	1 paid monthly as billed	$12,000

Option Year 1, FY27: (July 1, 2026, thru June 30, 2027) Price: $144,000 ($132,000 fee + $12,000 out of pocket expenses)

Option Year 2, FY28: (July 1, 2027, thru June 30, 2028) Price: $144,000 ($132,000 fee + $12,000 out of pocket expenses)

Option Year 3, FY29: (July 1, 2028, thru June 30, 2029) Price: $150,000 ($138,000 fee + $12,000 out of pocket expenses)

Option Year 4, FY30: (July 1, 2029, thru June 30, 2030) Price: $150,000 ($138,000 fee + $12,000 out of pocket expenses)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2026

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 Marsh & McLennan Agency LLC 100 Brigade Street, 2nd Floor Charleston SC 29403	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 843-725-1930 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@MarshMMA.com
INSURED LOUHAMMOND Lou Hammond and Associates, Inc. 145 King Street Ste 411 Charleston SC 29401	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Underwriters Insurance Company / 30104 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 346198894 **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		22SBABH6DFE	7/12/2025	7/12/2026	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 $ Excluded $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			22SBABH6DFE	7/12/2025	7/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			22SBABH6DFE	7/12/2025	7/12/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Employeers Liability			22SBABH6DFE	7/12/2025	7/12/2026	Each Claim Limit Annual Aggregate Limi	25,000 25,000

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

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.
30 Day Cancellation Notice for Certificate Holders endorsement attached

CERTIFICATE HOLDER

City of Sante Fe
Conventions & Visitors Bureau
201 West Mercy St.
Sante 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

Amanda Lloyd

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Date: July 2, 2026

To: Mayor Michael J. Garcia, Quality of Life Committee, Finance Committee, and Governing Body

Via: Andrea K. Phillips, Deputy City Manager AP

From: Terry Lease, Manager, Asset Development TL

Nina A. Nguyen, Project Manager, Asset Development NAN

Subject: Lease Agreement Between City of Santa Fe and Daisy Lay II, LLC

ITEM AND ISSUE:
Asset Development respectfully requests your review and approval of the Lease Agreement ("Lease") between City of Santa Fe ("City" or "Lessor") and Daisy Lay II, LLC ("Lessee"), collectively the "Parties" for use of a portion of the City right-of-way within Camino Entrada for additional parking for patrons of Lessee's restaurant; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206, Nina A. Nguyen, nanguyen@santafenm.gov, (505) 819-1870)

BACKGROUND AND SUMMARY:
Lessee owns and operates the Ranch House Restaurant located at 2571 Cristos Rd., Santa Fe, NM. In 2012 the Parties entered into a lease agreement entitled Lease Agreement Between the City of Santa Fe and Daisy Lay II, LLC, Item #12-0041 ("2012 Lease") for use of a portion of the City right-of-way within Camino Entrada, Santa Fe, NM, for additional parking for patrons of Lessee's restaurant. The 2012 Lease terminated on January 27, 2022, and Lessee continued to use the City right-of-way in a month-to-month tenancy. The Parties agreed to enter into this new lease agreement to allow for Lessees continued use of the City right-of-way and to update the terms and conditions of the 2012 Lease.

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

$$$$$ SOURCE/REVENUE: ☐**Expense** ☒**Revenue**

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: Andrew J. Hopkins **Date:** 07/02/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: **N/A - Exempt** **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM # _____

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND DAISY LAY II, LLC

This LEASE AGREEMENT ("Lease Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("City" or "Lessor") and DAISY LAY II, LLC a New Mexico limited liability company ("Lessee"), collectively the "Parties".

WHEREAS, Lessee owns and operates a restaurant currently known as the Ranch House located at 2571 Cristos Rd., Santa Fe, NM; and

WHEREAS, on January 28, 2012, the Parties entered into a lease agreement entitled Lease Agreement Between The City of Santa Fe and Daisy Lay II, LLC, further identified as Item #12-0041 ("2012 Lease") for use of a portion of the City right-of-way within Camino Entrada, Santa Fe, NM; and

WHEREAS, under the terms of the 2012 Lease, Lessee developed the portion of City right-of-way for additional parking for patrons of Lessee's adjoining restaurant; and

WHEREAS, the 2012 Lease terminated on January 27, 2022 and Lessee continued to use that certain portion of the City's right-of-way in a month-to-month tenancy; and

WHEREAS, the City desires to continue leasing that certain portion of the City's right-of-way located within Camino Entrada, Santa Fe, NM, and the Parties agreed to enter into this new lease in order to update the terms and conditions of the 2012 Lease.

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, two portions of the City's right-of-way totaling approximately 4,067 square feet located within the Camino Entrada right-of-way, Santa Fe, NM ("Premises"), identified as "Lease Area A" and "Lease Area B" as shown on **Exhibit A** of this Lease Agreement.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of five (5) years with two (2) "Option Terms" of five (5) years each.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and approval or denial of any Option Term shall be at Lessor's sole discretion. All terms, covenants and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may be continued as a month-to-month tenancy, and such tenancy shall continue until terminated by City or Lessee with at least a 30-day prior written notice of intent to terminate such tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable monthly, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. RENT

a. Base Rent. Lessee shall pay first year **Monthly rent** of **$692.28** which is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever; the total first year annual rent is $8,104.68. Lessee shall make payments to; City of Santa Fe, Finance Department, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. ***Please include the Item #12-0041 on all payments.***

b. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

c. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.

d. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit B**.

4. USE OF PREMISES

a. Conditions of Use. Lessee shall use the Premises solely for the purpose of additional parking for Lessee's adjoining restaurant, subject to the following conditions:

b. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises which are required to comply with the City

of Santa Fe Land Use Code, which includes the Historic District Development Rules, and other applicable local, state and federal regulations. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

c. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph. that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

d. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ l 0-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.

b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement.

c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

d. During the term of this Lease and any extension or renewal thereof, Lessee shall maintain the landscaping and plants between the building and the sidewalk or, where no sidewalk is adjacent to the Premises, the property boundary along the entire perimeter of the Premises.

e. Lessee shall at all times During the term of this Lease and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.

f. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.

g. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, but is not required to, perform those duties at Lessee’s sole cost. Lessee shall promptly

cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

h. Lessee shall require any contractor performing repairs or maintenance to comply with the insurance requirements in Article 9 (Insurance), below.

6. UTILITIES & SERVICES

Lessee, at Lessee's sole cost and expense, agrees to provide the following:

a. Pest control services; and
b. Snow removal services.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement without notice or application of Article 13 (Termination).

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement a Commercial Property policy with special form causes of loss (all-risks) coverage, including equipment breakdown causes of loss, with a limit of insurance sufficient to cover one hundred percent (100%) of the replacement cost of all of Lessee's Property and Business Income and Extra Expense coverage for a minimum of (12) months' loss of income. Lessee's Property includes, but is not limited to, their business personal property and trade fixtures. Coverage shall include any Lessee improvements and betterments, regardless of ownership. Lessee shall cause the City of Santa Fe to be named as a loss payee on such policy, as their interests may appear.
b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and

CG 20 37 (completed operations). The policy shall contain an endorsement that the policy is primary on behalf of the additional insureds and any insurance or self-insurance maintained by the additional insureds shall not contribute with it.

c. Workers' Compensation Insurance with statutory limits, and Employer's Liability insurance with limits of not less than $1,000,000 per accident, $1,000,000 each employee bodily injury by disease, and $1,000,000 policy limit bodily injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.
d. Umbrella or Excess Liability insurance with limits not less than $1,000,000 excess over the Commercial General Liability, Employer's Liability, and Automobile Liability policies. The City, its directors, officials, officers, employees, agents, and volunteers shall be included as additional insureds and a waiver of subrogation endorsement shall be provided in favor of the additional insureds.
e. Additional Requirements
    i. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. The policies of insurance required hereunder shall not be cancelled, non-renewed or materially altered in coverage without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
   i. the breach;
   ii. the action required to cure the breach;
   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

b. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

c. Lessor may terminate this Lease Agreement with written notice to Lessee at least one hundred eighty (180) days prior to the termination date.

d. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
   i. Deterioration caused through reasonable use and ordinary wear and tear;
   ii. Alterations, improvements or conditions made with Lessor’s written approval.

14. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Lessee:	Daisy Lay, LLC Attn. Joshua Baum 2571 Cristos Rd, Santa Fe, NM, 87507
With a copy to:	City of Santa Fe Attn. Asset Development Manager P.O. Box 909 Santa Fe, New Mexico 87504		

15. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

16. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

17. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

18. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

20. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

21. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20_____.

LESSOR: **CITY OF SANTA FE**

_____
MICHAEL J. GARCIA, MAYOR

DATE: _____

LESSEE: **DAISY LAY, LLC**

Joshua Baum
Joshua Baum (Jun 9, 2026 07:50:00 MDT)
JOSHUA BAUM, PARTNER

DATE: Jun 9, 2026

ATTEST:

_____
GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Ruby Crews
Ruby Crews (Jun 9, 2026 08:34:16 MDT)
Jun 9, 2026
RUBY A. CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 2122800.460150

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Exhibit A - Premises

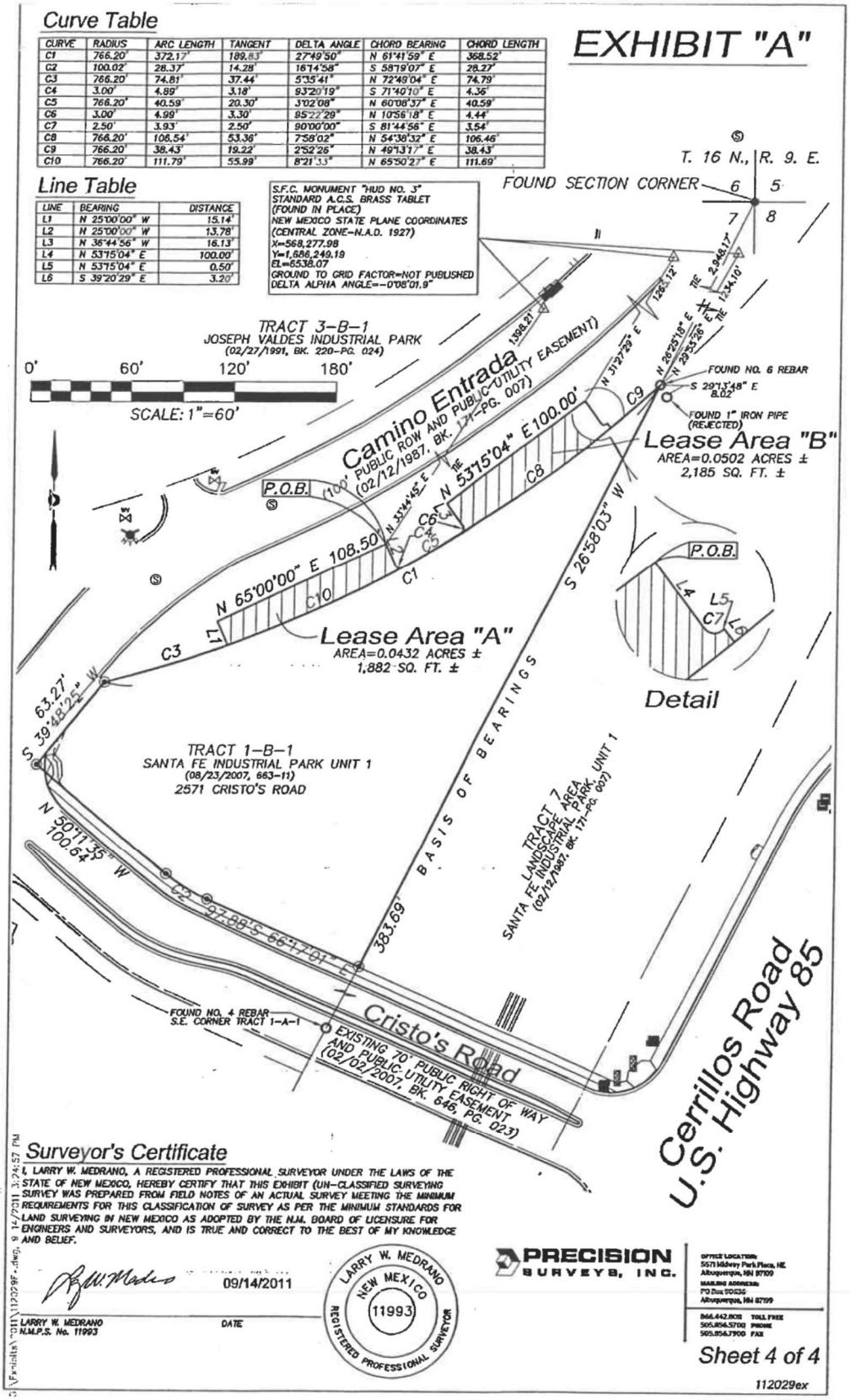

Exhibit B – Rent Schedule

Option Years	Year	Term Dates		LSF	Total Annual Rent	Escalation	Monthly Rent	Annual Cost per LSF
	1	5/1/2026	04/31/27	4,067.00	$8,307.36		$692.28	$2.04
	2	5/1/2027	04/31/28	4,067.00	$8,515.04	2.50%	$709.59	$2.09
	3	5/1/2028	04/31/29	4,067.00	$8,727.92	2.50%	$727.33	$2.15
	4	5/1/2029	04/31/30	4,067.00	$8,946.12	2.50%	$745.51	$2.20
	5	5/1/2030	04/31/31	4,067.00	$9,169.77	2.50%	$764.15	$2.25
*	6	5/1/2031	04/31/32	4,067.00	$9,399.02	2.50%	$783.25	$2.31
*	7	5/1/2032	04/31/33	4,067.00	$9,633.99	2.50%	$802.83	$2.37
*	8	5/1/2033	04/31/34	4,067.00	$9,874.84	2.50%	$822.90	$2.43
*	9	5/1/2034	04/31/35	4,067.00	$10,121.71	2.50%	$843.48	$2.49
*	10	5/1/2035	04/31/36	4,067.00	$10,374.75	2.50%	$864.56	$2.55
**	11	5/1/2036	04/31/37	4,067.00	$10,634.12	2.50%	$886.18	$2.61
**	12	5/1/2037	04/31/38	4,067.00	$10,899.98	2.50%	$908.33	$2.68
**	13	5/1/2038	04/31/39	4,067.00	$11,172.48	2.50%	$931.04	$2.75
**	14	5/1/2039	04/31/40	4,067.00	$11,451.79	2.50%	$954.32	$2.82
**	15	5/1/2040	04/31/41	4,067.00	$11,738.08	2.50%	$978.17	$2.89
* = 1st Option Term, ** = 2nd Option Term								

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2026

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	CONTACT NAME: Violeta Pavon
Arthur J. Gallagher Risk Management Services, LLC 400 Kiva Court Sante Fe NM 87505	PHONE (A/C, No, Ext): 505-467-6213 FAX (A/C, No): E-MAIL ADDRESS: violeta_pavon@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Daisy Lay LLC
2571 Cristos Road
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** 587442163 **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	Y		34SBAAF5P6W	3/16/2026	3/16/2027	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Liquor liability	$ 1,000,000
	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	
	ANYPROPRIETOR/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)
Leased parking/licensing agreement per Exhibit "A" on file.

CERTIFICATE HOLDER

City of Santa Fe
P O Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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Dear City Staff,

The Chief Procurement Officer (CPO) must determine whether a **service** is classified as General, Professional, or Construction before a purchase involving services can proceed. This classification ensures that each procurement follows the correct path, including the appropriate procurement method, contract type and term, and insurance requirements.

To improve efficiency and reduce delays for routine service procurements, the Central Purchasing Division (CPD) has issued this Blanket Services Determination (Version 4). This document identifies common service types that have already been reviewed and classified by the CPO. If your scope of work clearly aligns with a listed service, you may rely on this document and do not need to request a separate service determination.

This document is issued in accordance with state statute and City ordinances and is valid through June 30, 2027, for service types that clearly fall within the established categories.

This document does not apply in all situations. A separate CPO determination is required if the scope of work is mixed or hybrid, unclear, unusual, design-build, or not specifically addressed in the categories below. In such cases, staff must request a determination by emailing purchasing_det@santafenm.gov at the outset of the procurement.

The intent of this service determination is to ensure that the correct procurement path is identified early. When that path requires vendor selection through a formal procurement (such as an ITB or RFP), departments must engage CPD during the initial needs and expectations-gathering phase and continue coordination through contract execution.

If you need assistance classifying a service, please contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Artwork installation
- Artwork transportation

General Services (continued):

- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.

General Services (continued):

- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Locksmith services
- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving

General Services (continued):

- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

Professional Services are listed on the following pages.

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Community Programming
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services

Professional Services (Continued):

- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors

Professional Services (Continued):

- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.
- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

Construction Services are listed on the following pages.

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Disclaimer and signatures listed on the next and final page.

Disclaimer – Scope of this Determination

This blanket *services'* determination only covers **service type classifications**. It does **not** replace other determinations that must still be issued by the **CPO**. Staff must continue to obtain separate determinations, as applicable, for items such as:

- Procurement **Exemptions**
- **Emergency procurements**
- **Sole sources**
- **Use of existing contracts**
- **Use of cooperative agreements**
- **Multi-term contract** use and term length
- **Awarding multiple vendor contracts** from one solicitation
- **Other determinations or approvals** expressly required by the Procurement Code or the City's Procurement Manual

If you are unsure whether another type of determination is required, or which type applies, please contact **Purchasing via email purchasing@santafenm.gov or Teams (link below)** for guidance before proceeding.

https://teams.microsoft.com/l/team/19%3A6JxaCDNvqv_5QJ4CIFauA2TeGLsKu-y614WgZjGIHNo1%40thread.tacv2/conversations?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/05/2026

Andrea Phillips, Interim Finance Director and Deputy City Manager

ANDREA PHILLIPS (Jun 5, 2026 16:26:44 MDT) Date: 06/05/2026

Blanket Services Determination V4 FY26-FY27 Final

Final Audit Report 2026-06-05

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Signature: Terry Lease
Terry Lease (Jul 2, 2026 15:39:39 MDT)

Email: tjlease@santafenm.gov

Signature:
ANDREA PHILLIPS (Jul 2, 2026 15:42:10 MDT)

Email: akphillips@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 30, 2026

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

From: Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez

Via: Brian Moya, City Manager BM
Andrea Phillips, Deputy City Manager AP
Sam Burnett, Public Works Director JOHN BURNETT

RE: Adopting 2026 Update to Santa Fe Trails Title VI Program

EXECUTIVE SUMMARY:

The proposed resolution would approve the Santa Fe Trails 2026 Update to the Title VI Program and direct its submission to the Federal Transit Administration ("FTA").

BACKGROUND:

The City of Santa Fe's ("City's") public bus system, Santa Fe Trails, provides a city-wide network of public transportation. As a recipient of FTA funding, Santa Fe Trails is required to maintain a Title VI Program in compliance with the Civil Rights Act of 1964 and FTA Circular 4702.1B. The program ensures that no person is excluded from participation, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in the provision of transit services and programs.

The Title VI Program includes nondiscrimination policies, complaint procedures, public participation efforts, and language assistance measures to ensure equitable access to transportation services for all members of the community. FTA regulations require the Title VI Program to be updated every three years and submitted to the FTA for review and approval as a condition of continued federal funding eligibility.

ATTACHMENTS:

Resolution
Fiscal Impact Report

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Signature: ANDREA PHILLIPS (Jul 2, 2026 10:50:44 MDT)

Email: akphillips@santafenm.gov

Signature: JOHN BURNETT (Jul 2, 2026 10:51:40 MDT)

Email: jsburnett@santafenm.gov

Signature: Gabrielle Chavez (Jul 2, 2026 10:52:49 MDT)

Email: gnchavez@santafenm.gov

Adopting 2026 Update to Santa Fe Trails Title VI Program (Memo) (1)

Final Audit Report 2026-07-02

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Agreement completed.

2026-07-02 - 4:52:49 PM GMT

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Paul Bustamante

Councilor Patricia Feghali

A RESOLUTION

APPROVING THE UPDATED SANTA FE TRAILS TITLE IV PROGRAM AND DIRECTING THE CITY MANAGER TO AUTHORIZE ITS SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, Santa Fe Trails is the City of Santa Fe's ("City's") public bus system that provides a city-wide network of public transportation.; and

WHEREAS, Santa Fe Trails is a recipient of the Federal Transit Administrations ("FTA") Urbanized Area Formal Grant funds; and

WHEREAS, as a recipient of FTA funding, Santa Fe Trails is required to maintain a Title VI Program in compliance with the United States City Rights Act of 1964 and FTA Circular 4702.1B; and

WHEREAS, Title VI of the Civil Rights Act of 1964 provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, Santa Fe Trail's Title VI Program, attached as Exhibit A, ensures that no

person is excluded from participation, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in the provision of transit services and programs; and

WHEREAS, the Title VI Program includes nondiscrimination policies, complaint procedures, public participation efforts, and language assistance measures to ensure equitable access to transportation services for all members of the community; and

WHEREAS, FTA regulations require the Title VI Program to be updated every three years and submitted to the FTA for review and approval as a condition of continued Federal funding eligibility; and

WHEREAS, the Public Works Department, Transit Division, prepared the Santa Fe Trails 2026 Update to the Title VI Program; and

WHEREAS, it is an FTA grant requirement that the updated Fiscal Year 2026 Title VI Program be formally accepted by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE approves the updated Santa Fe Trails Title VI Program, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body directs the City Manager to authorize staff to submit the updated Fiscal Year 2026 Santa Fe Trails Title VI Program to the FTA.

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 (Jul 1, 2026 14:34:21 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Santa Fe Trails Title VI Program Update

EXHIBIT A

Title VI Program

June 1, 2026

Contents

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Governance 1
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Overview of the Transit System

This Title VI Program for Santa Fe Trails (SFT) was prepared in compliance with FTA's Title VI Circular 4702. IB.

Santa Fe Trails (SFT) provides transit service seven days per week through a network of fixed-route services, on-demand transit zones, Santa Fe Pick-Up shuttle service, and complementary paratransit service. Fixed-route service operates on five primary routes utilizing 13 large buses and 3 shuttles in daily peak service. The agency maintains a total fixed-route fleet of 28 vehicles, consisting of 24 large buses and 4 shuttles. In addition, SFT operates five on-demand service areas that provide flexible transportation options throughout the community. Complementary paratransit service is also provided utilizing a fleet of 17 electric paratransit vans. The Santa Fe Pick-up Shuttle provides circulator service throughout Downtown Santa Fe and Canyon Road. All transit services and facilities are located within the City of Santa Fe, which has an estimated population of approximately 92,000 residents.

.

SFT has no subrecipients.

Governance

The City of Santa Fe is governed by an elected Mayor and City Council. The Transit Advisory Board (TAB) is a citizens committee appointed by the Mayor that informs and makes recommendations to the City Council on the policies, procedures and development of the City's public transportation system. While active membership varies and there are often vacancies, current membership includes:

Transit Advisory Board				
Male	Female	Caucasian	Hispanic/ Latino	Other
6	4	6	3	1

To encourage representative participation on the Transit Advisory Board, SFT maintains active participation with organizations such as the Santa Fe Chamber of Commerce, Chain Breaker Collective, the Kiwanis Club, Homewise, and various not-for-profit organizations around the city.

Appendix A of this document includes the resolution signed by the Mayor related to development and implementation of this Title VI Program.

Public Notice

The following statement is posted at the SFT office, on the Santa Fe Trails website (https://santafenm.gov/public-works/transit/nondiscrimination), and on public transit vehicles in English and Spanish.

Notifying the Public of Rights Under Title VI

Santa Fe Trails operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Santa Fe Trails.

For more information on Santa Fe Trails' Title VI obligations and the procedures to file a complaint, contact 505-955-2001, email santafetrails@santafenm.gov; or visit our administrative office at 2931 Rufina St; Santa Fe, NM 87507.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

If information is needed in another language, contact 505-955-2001.

Title VI Complaint Procedures

These procedures cover complaints filed under Title VI of the Civil Rights Act of 1964. These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and Santa Fe Trails may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The procedures and form are located in Appendix B of this document. The procedures and form are provided to the public, including on SFT website at https://santafenm.gov/public-works/transit/nondiscrimination, in English and Spanish.

Title VI Complaints Received

SFT will prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by FTA and entities other than FTA;
- Lawsuits; and
- Complaints naming the recipient.

This list shall include the date that the transit-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program submitted to FTA every three years.

Over the past three years, SFT has not received any allegations of discrimination based on race, color, or national origins. No active investigations have been conducted by FTA or other entities, and no lawsuits and/or complaints naming SFT have been filed concerning Title VI rights.

Public Participation Plan

SFT's Public Participation Plan (PPP) describes how the agency communicates and distributes information to the public, as well as how the public can interact and provide comments to Santa Fe Trails. The needs of those traditionally underserved by the existing system are sought and considered by the transit system.

Through its public involvement efforts, the Santa Fe Trails will strive to achieve the following goals:

- Avoid, minimize, or mitigate disproportionately high and adverse impacts on our communities.
- Ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by all populations.

Title VI states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. SFT will ensure that the input and feedback from all people will be considered in the development of Santa Fe Trails planning documents and activities.

These goals should be considered throughout all public engagement efforts, from project planning through construction and operation. This includes public outreach conducted during transportation planning and during the environmental reviews required by the National Environmental Policy Act (NEPA).

To encourage all voices to participate in developing Santa Fe Trail policies, actions are taken to reduce the barriers for participation in the decision-making process. These actions can include those noted below:

1. When possible, public meetings will be held in locations that are convenient to all communities, including low and moderate-income neighborhoods, and accessible to persons with disabilities.

Such locations include community centers, senior centers and schools. Where possible, the staff of Santa Fe Trails will meet at the locations of businesses, neighborhood groups, stakeholders, and other agencies.

2. Upon request, Santa Fe Trails work products and documents can be made available in alternative, accessible formats and languages other than English.
   Public documents, including the agenda and minutes, can be provided, if requested, in various accessible formats. Please contact the Public Works Administrative Assistant if a summary or other type of accessible format is needed.
3. Agencies and organizations that represent low income, minority, and disabled populations are included in Santa Fe Trails' outreach and Santa Fe staff participates in activities of these agencies. This can include organizations such as the Service Core of Retired Executives (SCORE), Santa Fe's Office of Economic Development, Santa Fe Indigenous Center, and the Santa Fe Chamber of Commerce.
4. SFT will evaluate Title VI requirements on a periodic basis to ensure effectiveness of public involvement.
5. The Transit Advisory Board (TAB) is made of citizens reflecting the diversity of our community including a range of races, ages, and sex. The TAB includes frequent Santa Fe Trail riders and actively supports and advocates for the needs of all populations.
6. SFT works with various not-for-profits to provide free or reduced fare passes to disadvantaged members of the community for transportation to medical appointments, shopping, and other essential goods and services. In June 2025, SFT also created a portal enrollment program to assist outreach service coordination and trip enrollment efforts for Consuelo's Place (MTC) and the Arroyo Chamiso Micro Community.
7. From 2023-2025, SFT participated in multiple annual city events focusing on community outreach and participation, including the annual Chamber of Commerce Legislative Banquet, Transportation Day at the Roundhouse, National Night Out, Bike to Work week events, and various other city events providing public transportation, transit resources to the community and opportunities to engage with the public.

Systemwide Service Standards and Policies

Service Standards and Policies have been developed to assure that frequency of service, age and quality of vehicles assigned to routes, quality of stations and location of routes are not determined on the basis of race, color, or national origin. No person will be excluded from participation or denied benefits of the service based on race, color or national origin.

Service Standards

Vehicle Load

Vehicle loads will be determined by the seating capacity of specific vehicles: All vehicles are equipped with standee bars/rails.

Average Vehicle Load Standards: Passenger Capacities				
Vehicle Type	Seated	Standing	Total	Maximum Load Factor
35ft Bus	30	15	45	1.3
30ft Bus	25	15	40	1.3

Vans	23	8	31	1.3
Cutaways	14	6	20	1.0

Headway (the amount of time between two vehicles traveling in the same direction, vary depending on the service provided and the day of week. Headway standards for current services include:

Headways (May very based on Peak Times/Early Morning/Late Night)			
Santa Fe Trails	Weekday	Saturday	Sunday
Route 1	45	60	60
Route 2	20	20	20
Route 4	45	60	60
Route 5	On-Demand Service	On- Demand Service	On- Demand Service
Route 6	On-Demand Service	On- Demand Service	On-Demand Service
Route M	On-Demand Service	On- Demand Service	On- Demand Service
Route 21	On-Demand Service	On-Demand Service	On-Demand Service
Route 22	On-Demand Service	On-Demand Service	On-Demand Service
Route 24	55	55	55
Route 26	55	55	55
Historic Shuttle	15	15	15
Museum Shuttle			
Canyon Road Shuttle	15	15	15

On Time Performance

On-time performance is based on monitoring the daily operations of Santa Fe Trails' route, Commuter, and Shuttle services based on published standards. Our target is 95% of all transit vehicles will complete the established runs no more than 5 minutes early or late.

A vehicle is considered on time if it departs a scheduled time point within 3 minutes of the published time. Our target for on-time performance is 90% or greater.

Performance is monitored by Dispatch as well as OPS tracking installed on each vehicle. We also encourage all riders to comment on all aspects of service including on-time performance.

Service Availability Standards

The Santa Fe Trails has designed three levels of service to ensure availability to a maximum number of riders.

- Routes: Operates in five neighborhoods providing access to residents within a ¼ mile walk to the nearest bus stop. Service is more frequent during peak hours on the weekday, with less frequent service on Saturday and Sunday

- Commuter Routes: Operates to service college/business parks with maximum service during peak hours. Two routes operate on On-Demand Services to two educational centers.

- Shuttle: Operated in the heavily traveled shopping, art, and museum districts frequented by many tourists and visitors. In addition to providing easy on/Off service, the shuttle provides significant relief from traffic/parking congestion.

Service Policies

Distribution of Transit Amenities

- Bus stop signs are located along the route.
- Information is available on the city's Transit website and printed information can be picked up at SFT's administrative office or mailed. Also posted on each vehicle are route maps and visitor information. PassioGo application technology is available to passengers to download as well as Google Transit to provide current information.
- Waste receptacles are placed throughout the City.
- Santa Fe Trails has purchased and distributed illuminated bus stop lighting throughout the transit system to improve passenger safety, visibility, accessibility, and nighttime wayfinding at bus stops and transit boarding locations.

Vehicle Assignment

- The average age of vehicles is 8 (eight) years. Vehicles are assigned based on capacity required (i.e. for route service, larger vehicles on weekdays, and smaller vehicles on weekends). Vehicles are rotated between routes to assure equitable access to newer vehicles. All vehicles have similar technology such as video capacity and GPS locators.

Limited English Proficiency Plan

I. INTRODUCTION

This Limited English Proficiency (LEP) Plan, for the Santa Fe Trails/dba Santa Fe Trails has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall "on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

As a sub-recipient of funds from the Federal Transit Administration (FTA), through the New Mexico Department of Transportation (NMDOT), this Limited English Proficiency (LEP) Plan for the Santa Fe Trails has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps we are currently taking to address these needs, and the steps we plan to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

II. POLICY

It is the policy of the Santa Fe Trails to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination. The Santa Fe Trails will, to the maximum extent feasible, in its official deliberations and communications, community outreach and related notifications, provide appropriate alternative non-English formats for persons with LEP to access information and services provided.

III. Four-Factor Analysis

The Four-Factor Analysis requires that information be included in LEP Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency and importance of the contact we have with LEP persons in providing transit services. Each of these elements is addressed below.

Factor 1. Number and Percentage of LEP Persons in Our Area

City of Santa Fe, New Mexico LEP Charts
Geography: place 16000US3570500.

Readable source: https://data.census.gov/table/ACSDT5Y2024.C16001?q=C16001&g=160XX00US3570500

Number or Proportion of LEP Individuals

Subject	Total	Speaks English Very Well	Speaks English Less Than Very Well
Population 5 Years or Over	85,853	90.4%	9.6%
Total Speaks a Language other than English	33.2%	71.1%	28.9%
Spanish	28.1%	68.7%	31.3%
Other Indo-European	2.6%	92.6%	7.4%
Asian and Pacific Island	1.5%	73.3%	26.7%
All Other/Unspecified	1.0%	82.6%	17.4%

Interpretation: The first row is a count and overall LEP/non-LEP percentage. The remaining Total entries are percentages of the population age 5 and over; the English-speaking columns are percentages within each row group.

Supporting counts

Language group	Approx. speakers age 5+	Approx. LEP count	LEP share within that language group
Spanish	24,155	7,563	31.3%
Other Indo-European	2,192	163	7.4%
Asian and Pacific Island	1,274	340	26.7%
All Other/Unspecified	849	148	17.4%
All non-English language speakers	**28,470**	**8,214**	**28.9%**

Safe Harbor screening

Language group	Total speaking group	LEP count	LEP % of population 5+	LEP % within group	Safe Harbor?	Source variables
Spanish	24,155	7,563	8.8%	31.3%	Yes	C16001_003E/004E/005E
Other Indo-European	2,192	163	0.2%	7.4%	No	C16001_006E-017E
Asian and Pacific Island	1,274	340	0.4%	26.7%	No	C16001_018E-032E
All Other/Unspecified	849	148	0.2%	17.4%	No	C16001_033E-038E

Spanish is the only screened language group in the City table that exceeds the written-translation Safe Harbor threshold, with 7,563 Spanish-speaking LEP persons, or 8.8% of the population age 5 and over.

Factors 2 & 3. Nature, Frequency and Importance of LEP Contact

1. Nature of Contact

The Transportation Manager will provide Dispatch/Driver Supervisors with specific direction to monitor and record in daily dispatch record the frequency of contacts with LEP persons. Information will be reviewed quarterly. The Transit Division Director will monitor and ensure that Title VI provisions and LEP persons are not denied or delayed in the provision of any service or benefit from the transportation planning process or the implementation of federally funded projects.

The Santa Fe Trails provides service throughout the community. Mobility limited persons are accommodated in compliance with the Americans with Disabilities Act. Contacts with all riders, including LEP persons, include:

- All contact information is available in Spanish
- Printed brochures/schedules are available in Spanish when requested.
- Phone numbers to contact for additional information are prominently displayed on both the printed schedule and each bus.

2. Frequency of Contact

Based on driver feedback and information into our call center, there are minimal requests for additional alternate language information beyond English and Spanish.

3. Importance of Contact

In rating the importance of current contacts or potential contacts with LEP individuals, Santa Fe Trails takes the position that all riders are important and, while there are minimal requests for alternate languages, this service can be provided. For many of our passengers, transit is the primary transportation mode for work, shopping, and medical appointments, therefore the service we provide is understood to be important to our community.

Factor 4. Resources Available for LEP Outreach

The Santa Fe Trails allocates the necessary resources for LEP outreach. At this time, that includes funding for translation service and website enhancement. There is a significant number of bilingual staff speaking both English and Spanish when oral translation is needed.

IV. LANGUAGE ASSISTANCE PLAN

The Santa Fe Trails will comply with the "safe harbor" concept as it applies to the translation written of documents when certain thresholds are exceeded. Oral interpretation is also available. Safe Harbor guidelines include providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

Current vital documents available in Spanish include the Santa Fe Trails website which is programmed to translate into Spanish, rider information (programmed into the website), and Title VI/ADA complaint process and form, and the Title VI notice.

A. How Will You Identify LEP Persons Who Need Language Assistance?

- Driver Team will be front line for identifying needs
- Dispatch/Driver Supervisors will monitor and record requests for LEP
- Language alternatives will be coordinated with Santa Fe MPO; New Mexico Road Runner Express will be advised of access to alternate languages if needed.
- City Council will be advised of plan.

B. How Will You Identify Language Assistance Measures?

- Actively review additional options for providing service.
- Monitor number of requests for alternate language materials based on requests recorded by Dispatch/Driver Supervisors.

C. How Will Your Staff Be Trained?

- Driver Team training will include Customer Service Standards with a module on assisting Limited English Proficiency riders.
- All Dispatch/Information staff will have availability to a bilingual staff person.

D. What Will Be Your Outreach Efforts?

- All requests for information will be provided in alternate languages.
- Drivers will be asked to provide input into additional opportunities to reach non-English speakers.
- We will continue to maintain and support contact with organizations supporting minority communities such as SCORE Mentors, Santa Fe Small Business Center, and the Santa Fe Hispanic Chamber.

E. What Is Your Monitoring and Updating Plan?

- Request routine feedback from Driver Team contractor concerning any increased demand/incidents of needing information.

F. How Will You Disseminate Your LEP Plan?

- Copies will be provided to Driver Team Supervisors.
- Copies will be provided and reviewed by the TAB.
- All Administrative Staff will be provided with a copy.

Siting of Fixed Facilities

SFT has not sited any new facilities in the past three years and does not have plans to do so in the upcoming three years.

Appendix A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-55

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S TITLE VI TRANSIT PROGRAM AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the City of Santa Fe ("City") is required to submit a Title VI Program to the Federal Transit Administration ("FTA") once every three years; and

WHEREAS, the Reporting Requirements included in the Title VI Requirements and Guidelines includes a requirements that a recipient's governing body approve the Title VI Program prior to submittal by the recipient to the FTA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City's Title VI Transit Program, attached as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is directed to submit the Title VI Program to the Federal Transit Authority.

PASSED, APPROVED, and ADOPTED this 13th day of October, 2021.

10351.1 1

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-55 Title VI Transit Program Adoption

Appendix B

Title VI complaint procedure and form.

City of Santa Fe-Santa Fe Trails
Title VI/ADA Complaint Procedures

Santa Fe Trails is committed to a policy of nondiscrimination in the provision of public transportation service. If you believe that you have been subjected to discrimination due to your race, color, national origin, or disability, or have a complaint about the accessibility of our service, you can file a complaint. Please provide all facts and circumstances surrounding your issue or complaint so we can fully investigate the incident.

How do you file a complaint?

You can call the Transit Director of Administration at (505) 955-2001 or use the accompanying form.

You may file a signed, dated and written complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address and telephone number.
- How, why, and when you believe you were discriminated against. Include as much specific, detailed information as possible about the alleged acts of discrimination and any other relevant information.
- The names of any persons, if known, whom we could contact for clarity of your allegations.

Please mail, email, or return your completed form to:

Transit Director of Administration
2931 Rufina Street
Santa Fe, NM 87507
santafetrails@santafenm.gov

Do you need complaint assistance?

If you are unable to complete a written complaint due to a disability or if information is needed in another language we can assist you. Please contact us at (505) 955-2001.

How will your complaint be handled?

Once a completed complaint is received, we will determine if we have jurisdiction. The complainant will receive a letter acknowledging receipt of the complaint and whether we have jurisdiction to investigate the complaint.

Santa Fe Trails will generally complete an investigation within 90 days from receipt of a complaint. If more information is needed to resolve the case, we may contact you. Unless we specify a longer period, you will have ten (10) days from the date of the request to send the

requested information. If the requested information is not received, we may administratively close the case. A case may also be administratively closed if you no longer wish to pursue it.

After the investigation is complete, Santa Fe Trails will send you a letter summarizing the results of the investigation, stating the findings, and advising of any corrective action to be taken as a result of the investigation. If you disagree with our determination, you may request reconsideration by submitting a request in writing to us within seven (7) days after the date of the letter, stating with specificity the basis for the reconsideration. We will notify you of the decision either to accept or reject the request for reconsideration within ten (10) days. In cases where reconsideration is granted, we will issue a determination letter to the complainant upon completion of the reconsideration review. Complaint records are retained permanently.

Do I have other options for filing a complaint?

We encourage that you file the complaint with us. However, you may file a complaint with the Federal Transit Administration:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590
1-202-366-4043
www.transit.dot.us

How do I obtain more information?

If you need more information on our nondiscrimination obligations or complaint procedure, please contact us at (505) 955-2001.

City of Santa Fe-Santa Fe Trails
TITLE VI/ADA COMPLAINT FORM

If you believe that you have been subjected to discrimination due to your race, color, national origin, or disability, or have a complaint about the accessibility of our transportation service, you can use this form to file a complaint. Please provide all facts and circumstances surrounding your issue or complaint so we can fully investigate the incident.

Please mail, email or return this form to:

Transit Director of Administration
2931 Rufina Street
Santa Fe, NM 87507
santafetrails@santafenm.gov

1. Complainant's name:
Address:
City: State: Zip Code:
Daytime telephone: ( )
E-mail address:
Do you prefer to be contacted via e-mail? ☐ Yes ☐ No
2. Are you filing this complaint on your own behalf? ☐ Yes If YES, please go to question 6. ☐ No If NO, please go to question 3.
3. Please provide your name and address. Name of person filing complaint:
Address:
City: State: Zip Code:
Daytime telephone: ( )
E-mail address:
Do you prefer to be contacted via e-mail? ☐ Yes ☐ No
4. What is your relationship to the person for whom you are filing the complaint?
5. Please confirm that you have obtained the permission of the aggrieved party to file a complaint on their behalf. ☐ Yes, I have permission. ☐ No, I do not have permission
6. I believe that the discrimination I experienced was based on (check all that apply). ☐ Race ☐ Color ☐ National Origin ☐ Disability ☐ Accessibility Issue ☐ Other
7. Date of alleged discrimination (Month, Day, Year):

8. Where did the alleged discrimination take place?
9. Explain as clearly as possible what happened and why you believe that you were discriminated against. Describe all of the persons that were involved. Include the name and contact information of the person(s) who discriminated against you (if known). *Use the back of this form or separate pages if additional space is required.*
10. Please list any and all witnesses' names and phone numbers/contact information. *Use the back of this form or separate pages if additional space is required.*
11. What type of corrective action would you like to see taken?
12. Have you filed a complaint with any other federal, state, or local agency, or with any federal or state court? ☐ Yes If yes, check all that apply. ☐ No ☐ Federal agency (list agency's name) ☐ Federal court (provide location) ☐ State court ☐ State agency (specify agency) ☐ County court (specify court and county) ☐ Local agency (specify agency)

13. Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:	Title:	
Agency:	Telephone: ( )	
Address		
City:	State:	Zip Code:

You may attach any written materials or other information that you think is relevant to your complaint.

Name and date is required:

_____ _____

Name/Signature Date

If you completed Questions 3, 4 and 5, your signature and date is required

_____ _____

Name/Signature Date

FIR No. 10690.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting the 2026 Update to Santa Fe Trails Title VI Program

Sponsor(s): Councilor Paul Bustamante and Councilor Patricia Feghali

Reviewing Department(s): Public Works Department-Transit Division

Staff Completing FIR: Gabrielle Chavez **Date:** 6/30/2026 **Phone:** (505) 469-3405

Reviewed by City Attorney: Marcos Martinez **Date:** 07/01/2026
Marcos Martinez (Jul 1, 2026 14:34:21 MDT)

Reviewed by Finance Director: **Date:** 07/01/2026

Summary:
The proposed resolution would approve the Santa Fe Trails 2026 Update to the Title VI Program and direct the City Manager to authorize its submission to the Federal Transit Administration ("FTA"). The Santa Fe Trails Title VI Program is a requirement of the United States Department of Transportation, for public transportation systems that receive federal funding under the FTA's Urbanized Area Formal Grant fund.

Departments Affected:
Public Works Department (Transit Division).

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's Transit Division could become ineligible to receive grant awards administered by the Federal Transit Administration (FTA) for reimbursement of Operating and Capital Funds for Public Transportation provided by the City of Santa Fe. Potential consequences could result in findings during audits or compliance reviews, delays in grant approvals, corrective action requirements and/or suspension or loss of federal funding.

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

Performance and Administrative Implications:
Approval and submission of Santa Fe Trail's 2026 Updated Title VI Program will allow compliance and continuity to receive reimbursement from the FTA and will allow the Transit division to continue to operate safe and reliable public transportation service within the City's service area.

Fiscal Implications:
Noncompliance of transportation-related Title VI requirements could jeopardize authorization of Transit's FTA grant awards. Accepting Transit's Title VI program will ensure that the City remains compliant with Federal grant award requirements so that the City may qualify for FTA grant funding for public

transportation services. **Based on a 4-year average, the City of Santa Fe has collected $3,600,000 per year from the FTA for operation of Santa Fe Trails. If the past predicts the future, the City can expect a similar amount of funding from the FTA for the next four years.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

**See Fiscal Implications Narrative above.

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: gnchavez@santafenm.gov

DATE: July 6, 2026

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Monica Maestas, Finance Director

ITEM AND ISSUE:

The resolution approves budget amendments and associated New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) Summary Schedules for the City of Santa Fe, the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency, and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending June 30, 2026 (Fourth Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and

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

executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $7,988,331 and a net increase to the overall revenue budget of $5,680,554. The resulting net expenditure increase of $2,307,777 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

E. Sub-Section E, Summary Schedule – Quarterly Budget Amendments Resolution (BAR) – DFA/LGD Reconciliation: as required by DFA/LGD, this section summarizes the City's submittal of Fourth Quarter Budget Amendments to DFA/LGD, expressed in both the City of Santa Fe fund structure and the DFA/LGD fund structure.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

APPROVING BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION SCHEDULES SUMMARIZING THE FOURTH QUARTER AMENDMENTS AND REQUESTING THAT THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FOURTH QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2(H), provides that the Local Government Division of the New Mexico Department of Finance and Administration ("DFA/LGD") has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

WHEREAS, the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("SWMA") requires that the SWMA recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

WHEREAS, the BDD Board and SWMA have approved Fourth Quarter adjustments for their respective budgets and these adjustments have been incorporated into the City's proposed Fourth Quarter Budget amendments; and

WHEREAS, DFA/LGD requires that the City's Fourth Quarter Budget Amendments Resolution include DFA/LGD's structural account matrix (Exhibit A, Subsection E); and

WHEREAS, a Fourth Quarter Review of the Fiscal Year 2026 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the SWMA's Board have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it approves the budget amendments for the BDD Board and the SWMA's Board.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the Fourth Quarter Budget Amendments and associated DFA/LGD schedules, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jul 8, 2026 15:17:12 MDT)

MARCOS D. MARTINEZ, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

EXHIBIT A

CITY OF SANTA FE

4th QUARTER FY 2025/26

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SUB-SECTION [A]

AMENDMENTS TO FY 2025/26 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from available balance to Visit Santa Fe to fund downtown security contract *[CC apvd. 6/10/26, #9-p]*	$ 150,000	$ -	$ (150,000)
213	Lodgers' Tax Fund	Appropriation from available balance to Visit Santa Fe to fund downtown security contract *[CC apvd. 6/10/26, #9-p]*	150,000	150,000	-
240	Community Development	Adjustment reflecting approved drawdown of US HUD CDBG line of credit balances for ongoing Affordable Housing programs *[CC apvd. 4/7/26, #9-h]*	479,926	(129,829)	(609,755)
240	Community Development	Adjustment to move Affordable Housing Trust budget to new stand-alone fund (242) *[CC apvd. 6/24/26 #10-f]*	(11,310,947)	(9,739,096)	1,571,851
242	Affordable Housing Trust Fund	Adjustment to move Affordable Housing Trust budget to new stand-alone fund (242) *[CC apvd. 6/24/26 #10-f]*	11,310,947	9,739,096	(1,571,851)
251	Library Fund	Allocation of revenue for facilities maintenance and care at Southside Library *[CC apvd. 4/30/26, #9-k]*	80,000	80,000	-
325	CIP Special Projects	Re-allocation of salary savings to fund ITT end of year expenses *[CC apvd. 6/24/26, #10-b]*	400,000	400,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the St. Michael's Drive reconstruction project *[CC apvd. 6/10/26, #9-j]*	341,760	341,760	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project *[CC apvd. 6/10/26, #9-h]*	256,320	256,320	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant to support the Acequia Trail project *[CC apvd. 6/10/26, #9-i]*	213,600	213,600	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Ragle Park improvements *[CC apvd. 4/29/26, #9-f]*	300,000	300,000	-
365	½% GRT Income Fund	Appropriation from available balance to fund emergency repairs to Corte de Princesa *[CC apvd. 6/24/26, #9-b]*	250,000	-	(250,000)
500	Waste Water Management	Appropriation for additional consultant time on the Utility Billing System Upgrade project *[CC apvd. 4/7/26, #9-d]*	38,250	-	(38,250)
500	Waste Water Management	Appropriation from available balance for additional enterprise asset management software domains *[CC apvd. 6/10/26, #9-L]*	17,727	-	(17,727)
505	Water Management	Appropriation from NM OSE grant to fund Nichols Dam and McClure Dam rehabilitation *[CC apvd. 2/25/26, #9-k]*	3,354,479	3,354,479	-
505	Water Management	Appropriation for additional consultant time on the Utility Billing System Upgrade project *[CC apvd. 4/7/26, #9-d]*	103,906	-	(103,906)
505	Water Management	Appropriation from available balance for additional enterprise asset management software domains *[CC apvd. 6/10/26, #9-L]*	44,537	-	(44,537)
510	Environmental Services	Appropriation for additional consultant time on the Utility Billing System Upgrade project *[CC apvd. 4/7/26, #9-d]*	39,816	-	(39,816)
510	Environmental Services	Appropriation from available balance for additional enterprise asset management software domains *[CC apvd. 6/10/26, #9-L]*	19,846	-	(19,846)
511	Utilities Administration	Appropriation for additional consultant time on the Utility Billing System Upgrade project *[CC apvd. 4/7/26, #9-d]*	181,972	181,972	-
511	Utilities Administration	Appropriation from various funds for additional enterprise asset management software domains *[CC apvd. 6/10/26, #9-L]*	82,110	82,110	-
540	Transit Bus System	Appropriation of FTA grant for Transit agency operations *[CC apvd. 5/27/26, #9-g]*	-	2,167,799	2,167,799

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
540	Transit Bus System	Amendment of NM DFA grant funds for paratransit operating assistance *[CC apvd. 5/27/26, #9-h]*	-	(2,558,970)	(2,558,970)
545	Airport	Appropriation of NM DFA grant to fund the reconstruction of the terminal apron *[CC apvd. 5/13/26, #9-c]*	244,007	244,007	-
545	Airport	Appropriation of NMDOT grant for airport maintenance and supplies *[CC apvd. 4/7/26, #10-d]*	22,222	20,000	(2,222)
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 6,770,478***	***$ 5,103,248***	***$ (1,667,230)***

CITY OF SANTA FE

4th QUARTER FY 2025/26

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SUB-SECTION [B]

AMENDMENTS TO FY 2025/26 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A), (B) AND (F)

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation of unspent prior year budget for temporary salaries in order to create term position dedicated to special projects related to homelessness	$ 20,000	$ -	$ (20,000)
100	General Fund	Appropriation from City Manager's office to Charter Review Commission to conduct legislatively required public input sessions	(20,000)		20,000
100	General Fund	Appropriation from City Manager's office to Charter Review Commission to conduct legislatively required public input sessions	20,000	-	(20,000)
100	General Fund	Re-appropriation of unspent prior year Capital budgets to remodel Clerk's office	21,643	-	(21,643)
100	General Fund	Adjustment to ITT internal service charges to Public Works for new hardware purchases	2,600	2,600	-
100	General Fund	Adjustment of ITT internal service charges to Facilities Maintenance for cell phone purchases	1,200	1,200	-
100	General Fund	Adjustment of ITT internal service charges to Fire for mobile phone purchases/communications charges	-	-	-
212	Economic Development	Adjustment to ITT internal service charges to Economic Development for cell phone purchase	-	-	-
213	Lodgers' Tax Fund	Appropriation from revenues earned in excess of budgeted estimates to fund SFCCC operations and supplies	54,355	54,355	-
221	Emergency Services	Appropriation of NM EMNR grant for Fire operating supplies	40,000	40,000	-
232	Impact Fees Fund	Allocation of roads impact fees for the Agua Fria/South Meadows intersection improvements	50,000	-	(50,000)
233	Transportation Grants	Re-appropriation of prior year NM DOT grant/local match for MPO planning and improvement projects	56,138	60,348	4,210
251	Library Fund	Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment	827	827	-
320	CIP Facilities	Appropriation from available balance for remodeling and improvements to Land Use facilities	18,128	18,128	-
330	CIP Streets & Roadways	Allocation of roads impact fees for the Agua Fria/South Meadows intersection improvements	50,000	50,000	-
505	Water Management	Adjustment of ITT internal service charges to BDD for hardware purchases	3,600	3,600	-
520	Santa Fe Convention Center	Appropriation of prior year CCC Gallery funds and Lodger's Tax earned in excess of budgeted estimates for ongoing TSF expenses	60,000	60,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Complete Streets Division for hardware purchases	32,448	32,448	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Fire for mobile phone purchases/communications charges	19,500	19,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for cell phone/tablet purchases	5,100	5,100	-
620	Services to Other Departments	Adjustment of ITT internal service charges to BDD for hardware purchases	3,600	3,600	-
620	Services to Other Departments	Adjustment to ITT internal service charges to Public Works for new hardware purchases	2,600	2,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Arts and Culture cell phone purchase	2,400	2,400	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
620	Services to Other Departments	Adjustment of ITT internal service charges to the Community Services Administration Division for hardware purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Emergency Management for hardware purchases	1,700	1,700	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for hardware purchases	1,500	1,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for cell phone purchases	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Tourism Santa Fe for purchase of cell phone	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Constituent Services Division for mobile phone purchase	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 455,739***	***$ 368,306***	***$ (87,433)***

CITY OF SANTA FE

4th QUARTER FY 2025/26

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SUB-SECTION [C]

JOINT OPERATIONS

(BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) –

BOARD-APPROVED AMENDMENTS TO FY 2025/26 BUDGET

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for engineering services	$ 209,000	$ 209,000	$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement/Settlement Fund for engineering services	209,000	-	(209,000)
810	SF Solid Waste Mgmt Agency	Appropriation for on-call engineering services for the landfill	260,000	-	(260,000)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance to purchase diesel for the Caja del Rio Landfill	40,000	-	(40,000)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for stormwater mangement and culverts the Caja del Rio Landfill	31,940	-	(31,940)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for asphalt repair and maintenance at the Caja del Rio parking lot	12,174	-	(12,174)
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 762,114***	***$ 209,000***	***$ (553,114)***

CITY OF SANTA FE

4th QUARTER FY 2025/26

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2025/26 BUDGET BY FUND

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 195,443	$ 3,800	$ (191,643)
213	Lodgers' Tax Fund	204,355	204,355	-
221	Emergency Services	40,000	40,000	-
232	Impact Fees Fund	50,000	-	(50,000)
233	Transportation Grants	56,138	60,348	4,210
240	Community Development	(10,831,021)	(9,868,925)	962,096
242	Affordable Housing Trust Fund	11,310,947	9,739,096	(1,571,851)
251	Library Fund	80,827	80,827	-
320	CIP Facilities	18,128	18,128	-
325	CIP Special Projects	400,000	400,000	-
330	CIP Streets & Roadways	861,680	861,680	-
355	CIP Parks and Trails	300,000	300,000	-
365	½% GRT Income Fund	250,000	-	(250,000)
500	Waste Water Management	55,977	-	(55,977)
505	Water Management	3,506,522	3,358,079	(148,443)
510	Environmental Services	59,662	-	(59,662)
511	Utilities Administration	264,082	264,082	-
520	Santa Fe Convention Center	60,000	60,000	-
540	Transit Bus System	-	(391,171)	(391,171)
545	Airport	266,229	264,007	(2,222)
620	Services to Other Departments	77,248	77,248	-
800	Buckman Direct Diversion	209,000	209,000	-
801	BDD Repair & Replacement Fund	209,000	-	(209,000)
810	SF Solid Waste Mgmt Agency	344,114	-	(344,114)
QUARTERLY TOTAL - ALL FUNDS		***$ 7,988,331***	***$ 5,680,554***	***$ (2,307,777)***

CITY OF SANTA FE

4th QUARTER FY 2025/26

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SUB-SECTION [E]

SUMMARY SCHEDULE –

QUARTERLY BUDGET AMENDMENTS RESOLUTION (BAR) – DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION RECONCILIATION

City of Santa Fe - 4th Quarter FY25-26 Budget Amendments Resolution (BAR) - LGBMS Reconciliation *(sorted by CoSF Fund)*

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-2526	Q4-2526	Qtr chg
100	General Fund	11000	General Operating Fund	Expenditures	153,915,186	153,941,674	26,488
100	General Fund	11000	General Operating Fund	Transfers In	14,409,162	14,412,962	3,800
100	General Fund	11000	General Operating Fund	Transfers Out	23,298,384	23,467,339	168,955
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Expenditures	10,813,558	11,017,913	204,355
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Revenues	19,216,936	19,271,291	54,355
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Transfers In	1,060,091	1,210,091	150,000
221	Emergency Services	29900	Other Special Revenue	Expenditures	5,778,515	5,818,515	40,000
221	Emergency Services	29900	Other Special Revenue	Revenues	5,213,639	5,253,639	40,000
232	Impact Fees Fund	29900	Other Special Revenue	Transfers Out	2,042,123	2,092,123	50,000
233	Transportation Grants	21800	Intergovernmental Grants	Expenditures	679,552	735,690	56,138
233	Transportation Grants	21800	Intergovernmental Grants	Revenues	1,076,978	1,137,326	60,348
240	Community Development	21800	Intergovernmental Grants	Expenditures	34,846,097	24,015,076	(10,831,021)
240	Community Development	21800	Intergovernmental Grants	Revenues	8,356,391	4,557,525	(3,798,866)
240	Community Development	21800	Intergovernmental Grants	Transfers In	8,780,340	2,710,281	(6,070,059)
242	Affordable Housing Trust	21800	Intergovernmental Grants	Expenditures	-	11,310,947	11,310,947
242	Affordable Housing Trust	21800	Intergovernmental Grants	Revenues	-	3,669,037	3,669,037
242	Affordable Housing Trust	21800	Intergovernmental Grants	Transfers In	-	6,070,059	6,070,059
251	Library	29900	Other Special Revenue	Expenditures	1,428,897	1,509,724	80,827
251	Library	29900	Other Special Revenue	Revenues	228,319	308,319	80,000
251	Library	29900	Other Special Revenue	Transfers In	1,175,578	1,176,405	827
320	CIP Facilities	30100	Bond Proceeds Project	Expenditures	19,586,405	19,604,533	18,128
320	CIP Facilities	30100	Bond Proceeds Project	Transfers In	60,000	78,128	18,128
325	CIP Special Projects	39900	Other Capital Projects	Expenditures	5,258,666	5,658,666	400,000
325	CIP Special Projects	39900	Other Capital Projects	Transfers In	3,073,223	3,473,223	400,000
330	CIP Streets & Roadways	30400	Road/Street Projects	Expenditures	19,076,638	19,938,318	861,680
330	CIP Streets & Roadways	30400	Road/Street Projects	Revenues	10,053,796	10,865,476	811,680
330	CIP Streets & Roadways	30400	Road/Street Projects	Transfers In	1,996,702	2,046,702	50,000
355	CIP Parks and Trails	30100	Bond Proceeds Project	Expenditures	18,196,822	18,496,822	300,000
355	CIP Parks and Trails	30100	Bond Proceeds Project	Revenues	12,455,814	12,755,814	300,000
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Expenditures	21,571,102	21,817,302	246,200
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Transfers Out	19,046,587	19,050,387	3,800
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Transfers Out	2,649,728	2,705,705	55,977
505	Water Management	50100	Water Enterprise	Expenditures	64,535,601	67,893,680	3,358,079
505	Water Management	50100	Water Enterprise	Revenues	42,368,669	45,723,148	3,354,479
505	Water Management	50100	Water Enterprise	Transfers In	-	3,600	3,600
505	Water Management	50100	Water Enterprise	Transfers Out	7,531,288	7,679,731	148,443
510	Environmental Services	50200	Solid Waste Enterprise	Transfers Out	2,719,963	2,779,625	59,662
511	Utilities Administration	59900	Other Enterprise	Expenditures	12,429,434	12,693,516	264,082
511	Utilities Administration	59900	Other Enterprise	Transfers In	12,429,435	12,693,517	264,082
520	Santa Fe Convention Center	51300	Convention/Events Center	Expenditures	11,305,590	11,365,590	60,000
520	Santa Fe Convention Center	51300	Convention/Events Center	Revenues	890,989	950,989	60,000
540	Transit Bus System	53200	Transit Enterprise	Revenues	10,453,881	10,062,710	(391,171)
545	Airport	50400	Airport Enterprise	Expenditures	27,859,656	28,125,885	266,229

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-2526	Q4-2526	Qtr chg
545	Airport	50400	Airport Enterprise	Revenues	24,493,795	24,757,802	264,007
620	Services to Other Depts	69900	Other Internal Service	Expenditures	15,900,239	15,577,487	(322,752)
620	Services to Other Depts	69900	Other Internal Service	Revenues	15,030,806	15,108,054	77,248
620	Services to Other Depts	69900	Other Internal Service	Transfers Out	-	400,000	400,000
800	Buckman Direct Diversion	52100	Joint Utility	Expenditures	16,085,370	16,290,770	205,400
800	Buckman Direct Diversion	52100	Joint Utility	Transfers In	6,912,310	7,121,310	209,000
800	Buckman Direct Diversion	52100	Joint Utility	Transfers Out	304,034	307,634	3,600
801	BDD Repair & Replacement	52100	Joint Utility	Transfers Out	6,912,310	7,121,310	209,000
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Expenditures	11,938,899	12,283,013	344,114

FIR No. 10768.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution**: X

Short Title(s): Fourth Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez **Date:** 7/6/2026 **Phone:** (505) 629-3063

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Jul 8, 2026 15:17:12 MDT) **Date:** 07/08/2026

Reviewed by Finance Director: **Date:** 07/09/2026

Summary:
The purpose of the Resolution is to approve City of Santa Fe, Buckman Direct Diversion, and Santa Fe Solid Waste Management Agency budget adjustments and associated Department of Finance and Administration/Local Government Division supporting schedules and request Department of Finance Authority to approve Fourth Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

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

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 4th Quarter FY 2025-26 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

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

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***