Agenda **Regular Meeting of the Finance Committee**
July 27, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

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

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

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

    a. Request for Approval of the July 06, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

    Committee Review:
    Finance Committee: 07/27/2026

    b. Request for Approval of Professional Services Contract with Reading Quest to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness 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:
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

c. Request for Approval of Professional Services Contract with Santa Fe Public Schools Adelante Program to Deliver Services to Address the Children and Youth Commission Priority Area of Physical, Mental Health and Well Being in the Total Amount of $216,000 through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

d. Request for Approval of Amendment No. 3 to Professional Services Agreement Item #23-0544 with Huitt-Zollars Inc. to Expand Scope of Work for Design Services to Prepare Area Drainage Report, Increase Compensation by $195,965 for a New Total Amount of $1,419,037 Including NMGRT, and Extend the Term to June 30, 2029. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 07/20/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

e. Request for Approval of a Construction Contract with TLC Services, LLC for Replacement of the Energy Management System for the City-Owned Facility Leased by La Familia Medical Center in the Total Amount of $229,340 Including NMGRT through July 4, 2027. (Marlisa B. Wilson, Public Works Project Manager; mbwilson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 07/20/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

f. Request for Approval of a Construction Contract with AnchorBuilt Inc. for On-Call HVAC Installation and Maintenance Services in the Total Amount of $1,000,000 for a Four-Year Term. (Fred Heerbrandt, Engineer Supervisor, Public Utilities; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $250,000 from the Wastewater Enterprise Fund to Service Contracts.

Committee Review:
Public Works and Utilities Committee: 07/20/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

g. Request for Approval of General Services Contract with Heads Up Contractors, LLC for On-Call Landscape, Snow and Ice Control in the Total Amount of $1,081,875 Including NMGRT for a Ten-Year Term. (Sebastian Gallegos, Airport Project Manager; sfgallegos@santafenm.gov)

Committee Review:
Public Works and Utilities: 07/20/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

h. Request for Approval of Amended and Restated Buckman Direct Diversion Shared Pool Agreement Between City of Santa Fe and Santa Fe County. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 07/20/2026
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

i. 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

j. 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

k. 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

l. 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

m. 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

n. 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

o. 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

p. 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

q. 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

r. 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

s. 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

t. 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

u. Request for Approval of a Professional Services Contract with Railyard Park Conservancy in the Total Amount of $460,000 Including NMGRT for Horticultural Care & Educational Programming at Santa Fe Railyard Park with a Term of Four Years. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

Committee Review
Finance Committee: 07/27/2026
Governing Body, Discussion: 07/29/2026

v. Request for Approval of Grant Agreement with Interfaith Community Shelters for Senior Bridge Housing for Homelessness Services in the Total Amount of $350,000 through December 31, 2026. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Finance Committee: 07/27/2026
Governing Body: 07/29/2026

w. 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

x. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia, Councilor Alma Castro, Councilor Pilar Faulkner, and Councilor Lee Garcia)
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 Calculation to Use Thirty Percent of the Area Median Income Instead of Sixty-Five Percent when Determining Base Fee Amount. (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 05/27/2026
Governing Body (Public Comment): 06/10/2026
Quality of Life Committee 06/17/2026 (POSTPONED TO A DATE CERTAIN - QUALITY OF LIFE COMMITTEE 07/01/2025)
Finance Committee: 06/22/2026 (POSTPONED TO 07/06/2026)
Governing Body (Public Hearing): 07/08/2026 (POSTPONED TO 07/29/2026)
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026 (POSTPONED TO A DATE CERTAIN - FINANCE COMMITTEE 07/27/2026)
Governing Body (Public Hearing): 07/29/2026 (POSTPONED FOR NOTICING)
Finance Committee: 07/27/2026
Governing Body (Public Hearing): 08/12/2026

y. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Patricia Feghali and Councilor Alma Castro)
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. (Sam Burnett, Public Works Director; jsburnett@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/24/2026
Public Works and Utilities Committee: 06/29/2026
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026 (POSTPONED TO 07/27/2026)
Governing Body: 07/08/2026 (POSTPONED)

Finance Committee: 07/27/2026
Governing Body: 07/29/2026

8. Action Items: Discussion Agenda
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Monday, August 10, 2026
13. Adjourn

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

Regular Meeting of the Finance Committee
July 6, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Faulkner at 5:00 PM, on Monday, July 6, 2026, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

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

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING
Monica F. Maestas, Finance Director
Andrea K. Phillips, Deputy City Manager
Erminia M. Tapia, Business Operations Manager

3. Approval of Agenda

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

VOTE The motion Passed on a roll call vote.

4. Approval of Consent Agenda

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

VOTE The motion Passed on a roll call vote.

The following items were pulled for discussion:

- Item 7j
- Item 7h

5. Public Comment

1 Member of the Public - Catherine Rivera

6. Presentations

7. Action Items: Consent Agenda

   a. Request for Approval of the June 22, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

      Committee Review:
      Finance Committee: 07/06/2026

Approved on Consent.

   b. Request for Approval of Amendment No. 4 to Solutions Agreement Item #22-0176 with Mainline Information Systems to Increase Compensation by $441,580.88 for a New Total Amount of $1,480,454.36 Including NMGRT and Extend the Term to August 31, 2027, for Managed Detection and Response Solution, Managed Risk Solution, and Managed Security Awareness. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov).

      Committee Review:
      Public Works and Utilities Committee: 06/29/2026
      Finance Committee: 07/06/2026
      Governing Body: 07/08/2026

Approved on Consent.

   c. Request for Approval of a Professional Services Agreement with Langan LLC for Software Consulting Services to Integrate OpenGov Enterprise Asset Management and Geographic Information Services Systems in the Total Amount of $600,000 through June 30, 2030. (Sam Burnett, Public Works Department Director; jsburnett@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 06/29/2026
      Finance Committee: 07/06/2026
      Governing Body: 07/08/2026

Approved on Consent.

   d. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $689,675 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. (Sandra Emory, Community Services Department Director; exemory@santafenm.gov)

      Committee Review:

Quality of Life Committee: 07/01/2026
FInance Committee: 07/06/2026
Governing Body: 07/08/2026

Approved on Consent.

e. 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 Amount of $3,250,000 and Extend the Term to End June 30, 2027, for Homelessness Prevention Cash Assistance. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

Approved on Consent.

f. 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. (Sandra Emory, Community Services Department Director; sxemory@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

Approved on Consent.

g. Request for Approval of Amendment No. 1 to General Services Contract Item #23-0689 with Vector Airport Systems to Extend the Term to December 19, 2026 for the Collection of Aircraft Landing Fees and Parking Fees at the Santa Fe Regional Airport. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

Committee Review:
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

Approved on Consent.

h. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia, Councilor Alma Castro, Councilor Pilar Faulkner, and Councilor Lee Garcia)
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 Calculation to Use Thirty Percent of the Area Median Income Instead of Sixty-Five Percent when Determining Base Fee Amount. (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 05/27/2026
Governing Body (Public Comment): 06/10/2026
Quality of Life Committee 06/17/2026 (POSTPONED TO A DATE CERTAIN - QUALITY OF LIFE COMMITTEE 07/01/2025)
Finance Committee: 06/22/2026 (POSTPONED TO 07/06/2026)
Governing Body (Public Hearing): 07/08/2026 (POSTPONED TO 07/29/2026)
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026
Governing Body (Public Hearing): 07/29/2026

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to postpone item to the July 27, 2026 Finance Committee Meeting.

VOTE The motion Passed on a roll call vote.

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

Committee Review:
Governing Body (Introduced): 06/24/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

Approved on Consent.

j. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Patricia Feghali and Councilor Alma Castro)
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. (Sam Burnett, Public Works Director; jsburnett@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/24/2026
Public Works and Utilities Committee: 06/29/2026
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to postpone item to the July 27, 2026 Finance Committee Meeting.

VOTE The motion Passed on a roll call vote.

8. Action Items: Discussion Agenda
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Monday, July 27, 2026
13. Adjourn

Meeting Adjourned at 5:09 P.M.

ERMINIA TAPIA

Liaison

Chair

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, 20[illegible] 26 0" 9:37:12 GM[illegible]

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: Reading Quest CYC Multi-Year Contract

Vendor Name: Reading Quest

Munis Vendor Number: 7823

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Reading Quest to Deliver Services to Address the Children and Youth Commission Priority Area of Education and Career Readiness 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 3260464.

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: Andrew J. Hopkins **Date:** 07/20/2026

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, **Reading Quest** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Reading Quest** to provide the requested services.

JV
JV

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 07/20/2026

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

Reading Quest - 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 Reading Quest, 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. Students served become keen, capable readers and will ultimately be reading at, or above grade level, expanding their access to further education and improving career readiness.

2. Expand access to free, high impact literacy tutoring to students who are struggling to learn to read in Title I schools in Santa Fe.

3. Students served, all of whom are referred by their classroom teachers as being a year or more below grade level in reading proficiency, make significant growth due to program support.

B. Services:

1. Provide structured literacy based tutoring services to students in grades K-8 who are struggling to learn to read.

2. Provide 1,700 hours per year of free individualized structured literacy based tutoring at local 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 $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:** Reading Quest TBD 991 Camino Consuelo Santa Fe, NM 87507 readingquestcenter@gmail.com 505-920-9709

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:
READING QUEST

RAYNA DINEEN, EXECUTIVE DIRECTOR

DATE: 07/10/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Jul 10, 2026 08:40:37 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

Reading Quest_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:	CBJCHBCAABAA6tlmZkkqADkNFft2jo_rUfxuuI4G_MYp
Documents:	Reading Quest_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

"Reading Quest_CYC_260526_Multi Year_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 8:27:40 PM GMT- IP address: 63.232.20.2

Document emailed to Rayna Dineen (readingquestcenter@gmail.com) for signature
2026-07-09 - 8:28:24 PM GMT

Email viewed by Rayna Dineen (readingquestcenter@gmail.com)
2026-07-10 - 0:16:11 AM GMT- IP address: 172.225.108.159

Document e-signed by Rayna Dineen (readingquestcenter@gmail.com)
Signature Date: 2026-07-10 - 1:05:03 PM GMT - Time Source: server- IP address: 73.26.153.68 - Signature Appearance Selected: IMAGE

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-07-10 - 1:05:07 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-07-10 - 2:40:10 PM GMT- IP address: 73.242.167.95

Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-07-10 - 2:40:37 PM GMT - Time Source: server- IP address: 73.242.167.95 - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-07-10 - 2:40:37 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
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)
7/1/2026

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 Reading Quest 991 Camino Consuelo Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United States Liability Insurance — 25895 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		NPP1577938H	8/28/2025	8/28/2026	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	$ Included
	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	
	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	$
A	General Liability			NPP1577938H	8/28/2025	8/28/2026	Occurrence Limit	1,000,000
A	General Liability			NPP1577938H	8/28/2025	8/28/2026	Aggregate Limit	2,000,000

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

.....

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
P O 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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AGENCY CUSTOMER ID: READQUE-01 TMASON2

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Reading Quest 991 Camino Consuelo Santa Fe, NM 87505
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Certificate Holder named Additional Insured as respects General Liability

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UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to "your work"; or
2. A licensor under a license agreement with the Named Insured as licensee relating to "your work"; or
3. A co-owner with the Named Insured in premises used for "your work"; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner's (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of "your work"; or
5. A mortgagee, assignee or receiver of the Named Insured relating to "your work"; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to "your work"; or
7. A grantor of a permit to the Named Insured as permitee relating to "your work".

   However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:

   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; or
   b. The construction, erection or removal of elevators; or
   c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to "your work"; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with "your work";

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to "your work".

Such person, entity or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with "your work" while such written contract, written permit or written agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury":

1. That occurs after all of "your work", including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or

   When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);

   whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the "products-completed operations hazard".

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

3260464, Reading Quest - Ready for Approval

Final Audit Report 2026-07-16

Created:	2026-07-14
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAizyV7EZcTeQoS99S3xr7wV4cc-x6c7uP
Documents:	3260464, Reading Quest - Ready for Approval.pdf (26 pages)
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"3260464, Reading Quest - Ready for Approval" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-14 - 0:12:12 AM GMT- IP address: 63.232.20.2

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2026-07-16 - 4:45:33 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2026-07-16 - 4:45:47 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-16 - 4:45:47 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 08:40 MST

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 Adelante 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 Adelante 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 $216,000 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 3270022.

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: Andrew J. Hopkins **Date:** 07/20/2026

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- Adelante** 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- Adelante** to provide the requested services.

JV

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 07/20/2026

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 Adelante - 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 SFPS Adelante, 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

Goals and Objectives:

1. Ensure that students experiencing homelessness have equitable access to education and the resources necessary to attend school consistently, achieve academic success and graduate prepared for postsecondary and career opportunities.
2. Expand access to education and career opportunities by ensuring rapid school access through facilitating immediate enrollment to students experiencing homelessness.
3. Enhance academic engagement and attendance by having liaisons monitor student attendance and respond to early warning signs of disengagement.
4. Promote graduation and career readiness.
5. Address key social determinants of health (SDOHs) including housing stability, food security and access to behavioral health services.
6. Provide preventative intervention for system involvement by stabilizing families before crises escalate, coordinating with child welfare and community providers and maintaining consistent, trusted relationships with students over time.

B. Services:

Direct personnel costs for two dedicated school liaisons (1 Full Time Equivalent (FTE) and 1 partial FTE) to provide direct McKinney-Vento services to students and families experiencing homelessness including the following:

1. Student identification and immediate enrollment.
2. Ongoing case management and family support.
3. Community referrals and warm handoffs.
4. Material aid coordination including access to food, clothing, hygiene supplies and financial assistance to remove barriers to school attendance.

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 $216,000.00 [$72,000.00 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:** SFPS Adelante Dr. Christine Griffin 1300 Camino Sierra Vista Santa Fe, NM 87505 cgriffin@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.

[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:
SFPS ADELANTE

Sue O'Brien (Jul 9, 2026 19:25:04 MDT)

SUE O'BRIEN
EXECUTIVE DIRECTOR OF STUDENT WELLNESS, SFPS

DATE: 07/09/2026

NMBTIN: 01-505914-006

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews (Jul 10, 2026 08:39:23 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MONICA MAESTAS, FINANCE DIRECTOR

SFPS Adelante_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:	CBJCHBCAABAA6hfltZ2j6MOdH54XlwARtlTOd_9EPS_P
Documents:	SFPS Adelante_CYC_260527_Multi Year_CoSF.pdf (11 pages)
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Document page count:	11
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Agreement completed.
2026-07-10 - 2:39:23 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 orientatio setting) h. Housing instabili
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 instabili g. Protective factors h. Future orientatio 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

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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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3270022, SFPS Adelante - Ready for Approval

Final Audit Report 2026-07-13

Created:	2026-07-10
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsBW4GWEp73T2C0Gm2xh-ZfJ0eNknrnwC
Documents:	3270022, SFPS Adelante - Ready for Approval.pdf (24 pages)
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Document page count:	24
Number of supporting files:	0
Supporting files page count:	0

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Signature Date: 2026-07-13 - 10:48:11 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-13 - 10:48:11 PM GMT

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CITY OF SANTA FE

Date: June 29, 2026

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Sam Burnett, Public Works Department Director
JOHN BURNETT (Jun 29, 2026 16:09:38 MDT)
Tim Farrell, Interim Facilities Division Director
Debora Trujillo, Environmental Services Director
DEBORA TRUJILLO (Jun 29, 2026 15:34:18 MDT)
Carol Swenson, Public Works Business Operations Manager
YVONNE SWENSON (Jun 29, 2026 14:52:40 MDT)

Subject: Amendment No. 3 to Professional Services Agreement Item No. 23-0544

Vendor Name: Huitt-Zollars, Inc.

Vendor Number: 2705

ACTION:
Request for Approval of Amendment No. 3 to Professional Services Agreement Item No. 23-0544 with Huitt-Zollars, Inc. to Expand the Scope of Work, Increase the Amount of Compensation by $195,965 for New Total Compensation of $1,419,037 Including NMGRT, and Extend the Term to June 30, 2029, for Design of the Environmental Services Division Administrative Offices and Maintenance Facility. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:
The original Munis Contract Number is 3204322.

BACKGROUND AND SUMMARY:
On August 30, 2023, the City approved a contract with Huitt-Zollars, Inc. for the design of the Environmental Services Division (ESD) Administrative Offices and Maintenance Facility. Amendment No. 1 was approved in June 2024 for additional scope to design the entry road and make some minor changes to the building design. Unfortunately, due to significant staffing changes in ESD, this design project fell behind, and additional time was needed to complete the work. In May 2025, ESD asked Facilities Division to take on management of the project. Amendment No. 2 was approved in June 2025 to extend the term of the contract for an additional year, to June 30, 2026. The design has been completed to 90%.

Amendment No. 3 will provide for:

- Additional design services to address stormwater runoff issues into adjacent properties which became apparent during several severe weather events in summer 2025.
- Bidding and construction administration services.
- An increase in compensation of $195,964.93.
- A term extension to June 30, 2029.

The intent is to design a safe, functional workplace for ESD staff, with room for safety training, adequate office and meeting space, and a modern CNG-compliant maintenance facility with a wash bay, which will allow more vehicle maintenance to be performed in-house, reducing the cost of repairs and maintenance

and improving preventative maintenance, as well as providing better management of stormwater and potential pollutants on the site and adjacent properties.

ATTACHMENTS:
Amendment No. 3
Proposal
Certificate of Insurance
Email Thread RE Funding Source for Amendment No. 3
Amendment No. 2
Amendment No. 1
Original Contract Packet Item 23-0544

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Funding for this work was set up in 5100331.510310. Once the FY27 Budget has been loaded, it will be moved via TBAR into:

Fund Name/Number: Environmental Services/510
Munis Org Name/Number: ESD CapPrj/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: 06/30/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The original contract was procured via Request for Proposal 23/52/P, which was advertised on March 30, 2023, in the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

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 30, 2023, and following the evaluation, Huitt-Zollars, Inc. achieved the highest overall score and was determined to be the most advantageous offeror to the City. Accordingly, the award of the contract is recommended to Huitt-Zollars, Inc. to provide the requested services.

AP
AP

Chief Procurement Officer (CPO)/Designee: _____ Date: 07/01/2026
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: Timothy Farrell Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number ESD2451001
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item No.: _____
Munis Contract No.: 3204322
Original Contract Item No.: 23-0544
RFP No.: 23/52/P

CITY OF SANTA FE, PUBLIC WORKS DEPARTMENT
AMENDMENT No. 3 TO PROFESSIONAL SERVICES
Contract Item No. 23-0544

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023, (the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, and also to include a Compressed Natural Gas Regulation Compliant designation.

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

1. SCOPE OF WORK

Article 1 of the Contract is amended to add the following paragraphs:

D. Design Services to Prepare Area Drainage Report: Contractor to provide design services to prepare a drainage report for the area at, and surrounding, the Environmental Services Division (ESD) site at the City's 1142 Siler Road complex to determine runoff based on 500-year storm event. The scope of work includes obtaining LIDAR topography of the area, analysis of the site and surrounding area, and preparing additional plans and/or details to control runoff from offsite with the ESD site and surrounding City property to prevent flooding of adjacent properties to the west of the site.

E. Bidding and Construction Administration: Contractor to provide bidding and construction

administration services as required to verify that plans and specifications are being implemented in accordance with the design intent, as described in the proposal (Exhibit A).

2. COMPENSATION

Article 3, Paragraph A of the Contract is amended to increase the amount of compensation by a total of one hundred ninety-five thousand nine hundred sixty-four dollars and ninety-three cents ($195,964.93), which accounts for the following adjustments:

Original Contract (No Adjustment) Original Contract $880,000.00 NMGRT + $74,254.40 Subtotal = $ 954,254.40	$ 954,254.40
Amendment No. 1 Adjusted Increase Amend No. 1 = $ 247,899.00 NMGRT + $ 20,916.48 Subtotal = $ 268,815.48 Difference & Adjusted Increase $ 1.24	+ $ 268,816.72
Amendment No. 2 (No Compensation Increase)	+ $0.00
Revised Total (Original Contract, plus Amendment No. 1, plus Amendment No. 2)	**$ 1,223,071.12**
Amendment No. 3 — services described in Exhibit A (attached): Area Drainage Report = $ 18,800.00 Bidding Phase = $ 9,500.00 Construction Phase = $ 125,500.00	+ $ 153,800.00
Amendment No. 3 — 15% contingency that can only be utilized when approved by the City's Director of Public Works or City Manager:	+ $ 23,070.00
Amendment No. 3 — Allowance for Reimbursables (Estimated):	+ $ 5,000.00
Amendment No. 3 — NMGRT (7.75%) equals:	+ $ 14,094.93
Amendment No. 3 Subtotal equals:	**+ $ 195,964.93**
THE REVISED TOTAL COMPENSATION FOR THE CONTRACT INCLUDING NMGRT IS:	**= $ 1,419,036.05**

so that Article 3, Paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at a rate not to exceed one million four hundred nineteen thousand thirty-six dollars and five cents ($1,419,036.05), based upon deliverables and including NMGRT at the rate applicable when the work was or shall be done. 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 these services in excess of the total compensation amount being provided.

3. TERM

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL BE EFFECTIVE WHEN SIGNED BY THE CITY. This contract shall terminate on June 30, 2029, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

4. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment No. 3, the Contract remains and shall remain in full force and effect, in accordance with its terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF SANTA FE:

_____
MICHAEL J. GARCIA, MAYOR

DATE:_____

CONTRACTOR:
Huitt-Zollars, Inc.

John Jarrard, AIA (May 18, 2026 13:16:56 EDT)
JOHN JARRARD, VICE PRESIDENT

DATE: May 18, 2026
NMBTIN: _02279106000_____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 18, 2026 13:29:28 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jul 1, 2026 13:56:03 MDT)
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Huitt Zollars Amendment 3_CoSF

Final Audit Report 2026-05-18

Created:	2026-05-18
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoeP8pRbmrg_bV3scCWYCQvQr39sFywxc

"Huitt Zollars Amendment 3_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-05-18 - 4:21:47 PM GMT- IP address: 63.232.20.2

Document emailed to John Jarrard, AIA (jjarrard@huitt-zollars.com) for signature
2026-05-18 - 4:22:18 PM GMT

Email viewed by John Jarrard, AIA (jjarrard@huitt-zollars.com)
2026-05-18 - 4:31:34 PM GMT- IP address: 198.13.226.115

Document e-signed by John Jarrard, AIA (jjarrard@huitt-zollars.com)
Signature Date: 2026-05-18 - 5:16:56 PM GMT - Time Source: server- IP address: 172.58.0.250 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
2026-05-18 - 5:16:57 PM GMT

Email viewed by Kevin Nault (klnault@santafenm.gov)
2026-05-18 - 7:19:32 PM GMT- IP address: 63.232.20.2

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-05-18 - 7:29:26 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-05-18 - 7:29:28 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-18 - 7:29:28 PM GMT

HUITT ZOLLARS

EXHIBIT A

June 27, 2026

Ms. Caryn Grosse PMP
Project Manager III
Facilities Division
Public Works Dept.
City of Santa Fe
2651 W. Siringo Road, Bldg. E
Santa Fe, NM 87504

RE: Bidding and Construction Administration Services for ESD Operations and Maintenance Facility

Dear Caryn,

Huitt-Zollars is pleased to provide the following fee proposal for the design services reference above. Per our recent meeting and discussions, I have developed the following proposed fee as indicated below.

SCOPE OF ADDITIONAL SERVICES

BIDDING & CONSTRUCTION ADMINISTRATION

Bidding Phase **$9,500.00**

- Conduct Pre-Bid Meeting
- Respond to Bidder Questions
- Prepare & Issue Addendum
- Conduct Bid Opening
- Evaluate Bids
- Prepare Bid Tabulation
- Assist City with Construction Contract
- Issue NTP
- Conduct Pre Construction Meeting

Construction Phase: **$ 125,500.00** (See Breakdown below)

The design team will be available for the duration of construction activities for site visits and meetings with the City of Santa Fe / general contractor as required to verify documents and plans are being implemented in accordance with the design intent.
This will include the following efforts:

- Assist Contractor with permitting
- Review Shop Drawing & Submittals

- Attend Bi-weekly Construction Observation Meetings
- Respond to RFIs
- Prepare ASIs and or Change Orders
- Conduct Special Inspections as required
- Conduct Substantial Completion Inspections
- Prepare Punch list and Certificate of Substantial Completion
- Coordinate Project Closeout
- Prepare As Built Drawings
- Conduct 11 Month Warranty Inspection

The breakdown of the CA efforts by disciplines is as follows:

• Architecture/ Civil	Huitt-Zollars	$ 54,500.00
• Structural	Chavez Grieves	$ 21,000.00
• MEP	Bridgers & Paxton	$ 25,500.00
• Landscape	Sites SW	$ 5,400.00
• Special Inspections	Huitt-Zollars	$ 19,100.00

DESIGN SERVICES TO PREPARE AREA DRAINAGE REPORT **$18,800.00**

Provided design services to prepare drainage report for area surrounding ESD site to determine runoff based on 500-year storm event. The scope of the work is as follows:

- Obtain LIDAR topography of area indicated on attached exhibit
- Analyze the additional area on the attached exhibit, south of the acequia and surrounding the ESD site.
- Provide additional plans / details to control runoff from offsite within the ESD site and the surrounding City property to prevent flooding of adjacent property to the west.

Huitt-Zollars' total fee for the additional design services outlined above is a lump sum of $153,800.00 New Mexico Gross Receipts Tax and reimbursable expenses will be invoiced in addition to these professional fees. All services will be invoiced monthly based on a percentage of work completed. We look forward to continuing our working relationship with you and the Environmental Services Division. Please do hesitate to call me if you have any questions or need any additional information.

Sincerely,

Huitt-Zollars, Inc.

John Jarrard, AIA
Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	**CONTACT NAME:** Jerrod Hughey **PHONE (A/C, No, Ext):** 972-770-1643 **FAX (A/C, No):** 972-376-8108 **E-MAIL ADDRESS:** Jerrod.Hughey@MarshMMA.com
INSURED HUITTZOL Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Underwriters Insurance Company — 30104 **INSURER C :** Hartford Fire Insurance Company — 19682 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 195974240 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			46UUNOL6HGL	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Coll $1k/$2k X Comp $1k/$2k			46UENOL5276	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			46XHUOL6HJF	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WEOL6H1G	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	$0 Deductible $ 1,000,000 $ 1,000,000 $ 1,000,000
A C A	Hired Car Physical Dam: $100,000 Employee Theft Valuable Papers			46UENOL5276 46KB067367125 46UUNOL6HGL	9/1/2025 9/1/2025 9/1/2025	9/1/2026 9/1/2026 9/1/2026	Hired PD Comp/Coll Employee Theft Included in BPP Limit	Ded $1,000/$1,000 Limit: $1,000,000

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

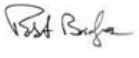
CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
Santa Fe NM 87507

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2026

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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AXIS Surplus Insurance Company — 26620 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 88928923 **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	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ☐	$ $ $ $ $ $ $
	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? 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	 $ $ $
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2026	1/23/2026	1/23/2027	Per Claim Annual Aggregate	$1,000,000 $1,000,000

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

RE: CIP #667 – Engineering Design Services for Southside Transit Center & Police Department Renovations
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible.

CERTIFICATE HOLDER

City of Santa Fe
Facilities Division
2651 Siringo Road, Building E
Santa Fe NM 87505

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

Joe A. Bryant

Joe Bryant

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From: HOPKINS, ANDREW J.
To: GROSSE, CARYN L.; TRUJILLO, DEBORA C.
Cc: PARKER, CHRISTOPHER S.; KAHAHANE, ELIZABETH L.
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3
Date: Monday, June 29, 2026 9:42:00 AM

Looks fine. Thanks.

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Wednesday, June 24, 2026 3:52 PM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>; KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

Before we route for signatures again, here is what I put in the memo under funding source. We will also attach the email thread to document. Please advise if any changes are needed.

FUNDING SOURCE:
Funding for this work was set up in 5100331.510310. Once the FY27 Budget has been loaded, it will be moved via tbar into:
Fund Name/Number: Environmental Services/510
Munis Org Name/Number: ESD CapPrj/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Tuesday, June 23, 2026 3:41 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>; KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Yes, I think that would be fine. It might not hurt to include this email chain in the packet so everyone is on the same page…just a thought

---

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>

Sent: Tuesday, June 23, 2026 3:39 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>; KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

What do we need to do to be able to move this packet? As the contract is about to expire, we cannot wait for FY27 budget to be loaded to amend this contract.

Your rejection on 6/3 indicated that a BAR was needed, however, based on the email string below, it sounds like a tbar would suffice.

Can we modify the memo to explain where the funding is currently located, that a tbar will be processed once the budget has been uploaded to move the funding to a different place?

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Friday, June 19, 2026 6:58 AM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

I think if the funding is identified in the memo to Committee should suffice., I hope.

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov

From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Thursday, June 18, 2026 5:15 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

The packet doesn't require an override. Only a req or PO does, and you wouldn't be able to open one of those for FY27 yet anyway…

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 18, 2026 5:11 PM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

Sounds like we cannot move the money yet… In the meantime, is it possible to do a budget override so that the packet can proceed to committees and Governing Body for approval?

-Caryn

From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Thursday, June 18, 2026 12:22 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Yes, if we're talking about FY27, it will need to be done on or after July 1…

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Thursday, June 18, 2026 11:16 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

I can't do the T-BAR, I just looked in Munis, the NEW FY 27 Budget hasn't been loaded so I cannot enter the T-BAR. I can do a memo and when the new Budget loads we can move it. Chris and Andy... recommendations?

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 18, 2026 10:55 AM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Debora- I've attached De Alva's email suggesting that the funds be moved into 51000345/572960 and add PLID from 5100331.510310.

Andy and/or Chris- you may have other suggestions.

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Thursday, June 18, 2026 10:24 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hello-

I do have a question, I have not done the T-BAR yet, the last funding came out of ESD Professional

Contracts, does the $200K need to be booked in WIP Design to proceed, or can it stay in the Professional contract line item? I can do the T-BAR today if I need to. Andy and Chris?

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 18, 2026 9:23 AM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Debora- Have you submitted the TBAR yet? We need to get this packet on the agenda ASAP… -Caryn

---

From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Thursday, June 11, 2026 2:48 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Chris or I can do a budget override while a TBAR is in process to fix it…

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 11, 2026 2:42 PM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Subject: FW: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

We are trying to get contract amendment#3 through the approval process before the contract expires on 6/30, but it looks like Debora may have put the funds in the wrong object for FY27. What can we do to keep this contract moving forward?

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Monday, June 8, 2026 9:50 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>
Subject: RE: Funding Source

Can we use funds from the $20 million loan with NMED? I'm looking at my budget now to see if I have any funds left from this FY to allocate, but the work is done if FY27 and that's when I budgeted it for it can we just say that in the memo?

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Monday, June 8, 2026 8:51 AM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>
Subject: RE: Funding Source

Hi Debora-

That might be a problem, as amendment 2 terminates on 6/30, so we were trying to get amendment #3 approved before then.

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Friday, June 5, 2026 2:16 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source

Ok, I sure will, but I won't be able to do that till the budget is loaded.

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Friday, June 5, 2026 2:02 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source

Hi Debora-

The funds need to be moved into the org, object used since Lawrence first set up the contract:

Munis Org Name/Number: ESD CapPrj/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Friday, June 5, 2026 1:23 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source

I just verified for FY 27 once uploaded into MUNIS in July we have $200,000 in 5100331.510310 for Huitt Zollars.

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Friday, June 5, 2026 1:05 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source
Importance: High

Hi Debora-

I suspect that the reason Andy is asking for a BAR is that we may not have put the correct funding source info in the memo. Can you please let me know where the money is?

I'm hoping we will not have to do a BAR… Please let me know!

-Caryn

From: GROSSE, CARYN L.
Sent: Tuesday, May 26, 2026 11:36 AM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Subject: RE: Funding Source

Yes, this is for HZ. $195,964.93 is the amount for Amendment #3

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Monday, May 25, 2026 6:06 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Subject: RE: Funding Source

Hello Caryn,

Is this for Huitt Zollars? DO you know how much the Amendment is for? I need to confirm, but I think it is in ESD/Admin Professional Contracts. Let me check and get back to you.

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Friday, May 22, 2026 2:55 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: Funding Source

Hi Debora-

I need to confirm that we have the correct funding source for amendment #3. Is this right?

Fund Name/Number: Environmental Services/510
Munis Org Name/Number: ESD CapPrj/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

Thanks!

-Caryn
Caryn Grosse, PMP
Project Manager III | Facilities Division | Public Works Dept.
Website: www.santafenm.gov
Email: clgrosse@santafenm.gov
Mobile: (505) 795-2471
Office: (505) 955-5938
2023 City of Santa Fe Logo

CITY OF SANTA FE

Date: June 11, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director
RW (Jun 12, 2025 11:08 MDT)
Jesse Roach, Interim Public Utilities Director
Sam Burnett, Facilities Division Director
Debora Trujillo, Interim Environmental Services Director
DEBORA TRUJILLO (Jun 12, 2025 08:31 MDT)

Subject: Amendment #2 for Term Extension for Design of Administrative Offices and Maintenance Facility

Vendor Name: Huitt-Zollars, Inc.

Vendor Number: 2705

ACTION:
Request for Approval of Amendment No. 2 to Professional Services Agreement Item No. 23-0544 with Huitt-Zollars, Inc. for the Design of Administrative Offices and Maintenance Facility to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:
The original Munis Contract Number is 3204322.

BACKGROUND AND SUMMARY:
On August 30, 2023, the City approved a contract with Huitt-Zollars, Inc. for the design of the Environmental Services Division Administrative Offices and Maintenance Facility. Amendment No. 1 was approved in June 2024 for additional scope to design the entry road and make some minor changes to the building design. Unfortunately, due to significant staffing changes in ESD, this design project has fallen behind and additional time is needed to complete the work. ESD has asked the Facilities Management Division to take on management of the project. Amendment No. 2 will extend the term of the contract for an additional year, to June 30, 2026.

The intent is to design a safe, functional workplace for ESD staff, with room for safety training, adequate office and meeting space, and a modern CNG-compliant maintenance facility and wash bay, which will allow more vehicle maintenance to be performed in-house, reducing the cost of repairs and maintenance, and improving preventative maintenance.

ATTACHMENTS:
Amendment No. 2
Current Certificates of Insurance
Amendment No. 1
Original Professional Services Agreement

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Environmental Services/510
Munis Org Name/Number: Admin/Operations/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: 06/23/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The original contract was procured via Request for Proposal 23/52/P, which was advertised on March 30, 2023, in the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

Chief Procurement Officer (CPO)/Designee: _____ Date: 06/23/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-111

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: JOHN BURNETT (Jun 12, 2025 08:42 MDT)

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number ESD2451001
Approval: Jesse Golden Title: Controller Date: 06/12/2025
Comment/Exceptions: _____

Item# 25-0298
Munis Contract# 3204322
Original Contract Item# 23-0544
RFP #: 23/52/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES CONTRACT
ITEM# 23-0544

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

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

1. TERM

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **June 30, 2026**, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an

annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

2. CONTRACT IN FULL FORCE

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

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

CITY OF SANTA FE:

Alan Webber (Jul 8, 2025 15:00 MDT)

ALAN WEBBER/CITY MAYOR

DATE: 07/08/2025

CONTRACTOR:
Huitt-Zollars, Inc.

John Jarrard
John Jarrard (Jun 10, 2025 09:18 MDT)

JOHN JARRARD/VICE PRESIDENT

DATE: 06/10/2025

NMBTIN# 02 279 106 000

ATTEST:

ANDREA SALAZAR (Jul [illegible]2025 15:04 MDT)

ANDREA SALAZAR/CITY CLERK

GB MTG 06/30/2025

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 11, 2025 10:44 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER/FINANCE DIRECTOR

Huitt Zollars Amend 2

Final Audit Report 2025-06-11

Created:	2025-06-10
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfZvltMroTjlsEm4Tp8iBNFDBtlWd8l7p

"Huitt Zollars Amend 2" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-10 - 3:10:08 PM GMT- IP address: 63.232.20.2

Document emailed to John Jarrard (jjarrard@huitt-zollars.com) for signature
2025-06-10 - 3:10:44 PM GMT

Email viewed by John Jarrard (jjarrard@huitt-zollars.com)
2025-06-10 - 3:16:18 PM GMT- IP address: 13.93.232.132

Document e-signed by John Jarrard (jjarrard@huitt-zollars.com)
Signature Date: 2025-06-10 - 3:18:04 PM GMT - Time Source: server- IP address: 4.36.160.154

Document emailed to klnault@santafenm.gov for signature
2025-06-10 - 3:18:05 PM GMT

Email viewed by klnault@santafenm.gov
2025-06-11 - 4:44:35 PM GMT- IP address: 172.59.1.12

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-06-11 - 4:44:48 PM GMT- IP address: 172.59.1.12

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-06-11 - 4:44:50 PM GMT - Time Source: server- IP address: 172.59.1.12

Agreement completed.
2025-06-11 - 4:44:50 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2025

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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	**CONTACT NAME:** Stacy Brimer **PHONE (A/C, No, Ext):** 972-770-1689 **FAX (A/C, No):** 972-376-8108 **E-MAIL ADDRESS:** Stacy.Brimer@MarshMMA.com
INSURED HUITTZOL Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Hartford Casualty Insurance Company — 29424 INSURER B : Hartford Underwriters Insurance Company — 30104 INSURER C : Hartford Fire Insurance Company — 19682 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 87525147 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			46UUNOL6HGL	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Coll $1k/$2k / X Comp $1k/$2k			46UENOL5276	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			46XHUOL6HJF	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WEOL6H1G	9/1/2024	9/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C A	Hired Car Physical Dam: $100,000 Employee Theft Valuable Papers			46UENOL5276 KB 067367124 46UUNOL6HGL	9/1/2024 9/1/2024 9/1/2024	9/1/2025 9/1/2025 9/1/2025	Hired PD Comp/Coll Employee Theft Included in BPP Limit	Ded $1,000/$1,000 Limit: $1,000,000

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
Santa Fe NM 87507

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2025

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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	**CONTACT NAME:** Joe Bryant **PHONE (A/C, No, Ext):** (214) 323-4602 **FAX (A/C, No):** (214) 503-8899 **E-MAIL ADDRESS:** RSCcertrequest@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** AXIS Surplus Insurance Company / 26620 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	

COVERAGES **CERTIFICATE NUMBER:** 83994975 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ 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? ☐ **(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	$
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2025	1/23/2025	1/23/2026	Per Claim Annual Aggregate	$1,000,000 $1,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
A waiver of subrogation is shown in favor of the City of Santa Fe Environmental Services Division that apply on all policies as required by written contract. Re: HZ Project #R316395.01 – City of Santa Design of Admin Offices and Maintenance Facility.

CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
Santa Fe NM 87507

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

Joe Bryant

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City of Santa Fe New Mexico

Memorandum

DATE: May 20, 2024

TO:

Public Utilities/Public Works	(May 20, 2024)
Finance Committee	(May 28, 2024)
Governing Body	(May 29, 2024)

VIA: John Blair, City Manager
Emily Oster, Finance Director
Andy Hopkins, Budget Officer
Travis Dutton-Leyda, Chief Procurement Officer
John E. Dupuis, Public Utilities Department Director

JD

FROM: Lawrence M. Garcia, ESD Fleet Manager LG

LG

RE: Request for Approval for Amendment No. 1 for increase work on the Design of Administrative Offices and Maintenance Facility

ITEM OF ISSUE:

Recommendation of approval for Amendment No. 1 to Professional Services Agreement for the Design of Administrative Offices and Maintenance Facility with Huitt-Zollars Inc. an increase of $247,899.00 for a total contract amount of $1,223,071.12 including Gross Receipt Taxes. Lawrence Garcia (lmgarcia@santafenm.gov) 505-955-2241

BACKGROUND AND SUMMARY:

On August 30, 2023, the city approved a contract with Huitt Zollars Inc. for the Design of Administrative Offices and Maintenance Facility.

The Environmental Services Division (ESD) did not include cost for the design of the entry road, Amendment No. 1 will provide for the design of the entry road and some minor changes to the initial requirement and extend the term for one additional year to assure completion.

This proposal is to create a design for a safe and functional workplace for ESD, including staff safety training, adequate office and meeting spaces, and a modern CNG-compliant maintenance facility and vehicle wash bay. When built, this would allow more vehicle maintenance to be performed in-house, which will reduce the cost of repairs and maintenance, and increase the ability to perform preventative maintenance. The new facility will be designed to accommodate current and future needs, based on projected growth of the City of Santa Fe.

PROCUREMENT METHOD:

The procurement method was a request for proposal 23/52/P which was advertised on March 30, 2023, on the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

CONTRACT NUMBER:

Munis contract # 3204186

FUNDING SOURCE:

Fund Name/Number: Environmental Services Fund 510
Munis Name/Number: Admin/Operation/5100345
Munis Object Name/Number: WIP/572960

ACTION REQUESTED:

The Public Utilities Department/Environmental Services Division respectfully requests approval to amend professional service agreement Item 323-0544 in the total amount of$247,899. for the Design of Administrative Offices and Maintenance Facility, with Huitt-Zollars Inc. in the total contract amount of $1,223,071.12 Inclusive of gross receipt taxes.

Attachment:

1. Amendment No. 1, approved as to form.
2. Letter of intent from Huitt Zollars.
3. Professional Services Agreement approved.
4. Procurement checklist
5. Summary of Contract
6. Vendor W-9
7. Certificate of Insurance Naming the City as second insured
8. City of Santa Fe Business License

Item# 24-0357
Munis Contract# 3204322
Original Contract Item# 23-0544
RFP #: 23/52/P

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #23-0544

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Design of PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

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

1. SCOPE OF SERVICES

Article 1 of the Contract is amended to include the following:

Contractor to provide design of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' design will be built to City standards, including pavement design, grading, and drainage. The road design of several driveways entrances to accommodate the existing warehouses and existing Compressed Natural Gas compression facility. Design utilities layout to serve the new operation and maintenance facility as required. The design must include fences along both sides of the road

with gates as required to allow access to the current warehouses.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of two hundred forty-seven thousand eight hundred nighty-nine dollars ($247,899), so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at a rate of one million one hundred twenty-seven thousand eight hundred ninety-nine dollars ($1,127,899), based upon deliverables, such compensation not to exceed ($1,127,899), including gross receipt tax. The New Mexico gross receipts tax levied on the amount payable under this Agreement totaling ($95,172.12) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred twenty-three thousand seventy-one dollars and twelve cents (1,223,071.12). 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 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 these services in excess of the total compensation amount being provided.**

3. TERM:

Article 4. of the Contract is hereby deleted in its entirety and substitute the following Article 4. in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement does not exceed a total amount of (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

34. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jun 4, 2024

CONTRACTOR:
Huitt-Zollars, Inc.

John Jarrard
John Jarrard (Apr 26, 2024 08:34 MDT)

JOHN JARRARD, VICE PRESIDENT

DATE: Apr 26, 2024

CRS# 75-1500178

Registration # 223498

ATTEST:

Alan Webber (Jun 4, 2024 12:04 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 26, 2024 08:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

HUITT ZOLLARS

April 14, 2024

Mr. Lawrence Garcia
Maintenance Manager
City of Santa Fe
Environmental Services Division
1142 Silar Road
Santa Fe, NM 87507

RE: Additional Design Services for ESD Operations and Maintenance Facility

Dear Lawrence,

Huitt-Zollars is pleased to provide the following fee proposal for additional design services for the above reference project. Per our recent meeting and discussions, I have developed the proposed fee as indicated below. A breakdown of these fees are included on the attached spreadsheet.

SCOPE OF ADDITIONAL SERVICES

NEW ENRTY DRIVE

Provide design services for the construction of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' wide road will be built to City of Santa Fe standards, including pavement deign, grading and drainage, etc. The road will require several driveway entrances to accommodate the existing warehouses and the existing CNG fueling facility. Utilities to serve the new O & M Facility will be installed as required within the ROW of this new road as a part of this project. The road will be fenced along both sides of the road with gates as required to allow access to the warehouses.

Design Services

Pre-Design Meetings and Weekly Project Team Coordination

- Schedule and facilitate a pre-design meeting with the Client and applicable City of Santa Fe Departments

Drainage Analysis Report

Prepare, submit and process for approval Drainage Report for approval by the City.

Infrastructure Improvement Plans (60%, 90% Completion):

Prepare and submit Infrastructure Improvement Plans thru the City.

ALBUQUERQUE OFFICE
HUITT-ZOLLARS, INC. 6501 Americas Pkwy. NE, Suite 830, Albuquerque, NM 87110
O: 505.883.8114
F: 505.883.5022
HUITT-ZOLLARS.COM

HUITT HZ ZOLLARS

Survey Services

Easement Plat

Category existing documents and perform required field surveys to confirm record boundary.
Perform a boundary survey on three (3) parcels which are
Not Addressed - Tract 1 T17N R9E Sec 33
2950 Aqua Fria Street - Tract 69-303 Being Parcel 2 T17N R9E Sec 33
1142 Rufina Street – T17N R9E Sec 33

Easement Plat Processing

Prepare, submit and process preliminary and final plat thru City.

Design Survey

Utilize City survey monuments and establish project control.
Prepare a design level survey of project limits. Survey will include control, surface features, underground data for sanitary sewer and storm drain.
Reduce data and develop project base map.

DESIGN REVISIONS FOR FIELD OPERATIONS

Provided design services for the additional space required for the Field Operations functions in the new Operations Facility. This will include 6 administration offices, employee break room, training room, with kitchenette for 80 staff members, conference room, lockers and toilet rooms to accommodate up to 85 drives. The fee for this scope of work is included on the attached spreadsheet.

PROJECT PHASING

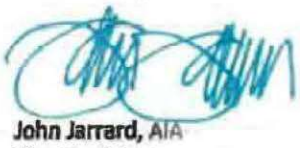
Provide design services for phasing the design and construction of the project. The phasing of the project is requested to allow biding and construction of the project to match available funding, as necessary. The Maintenance Building and associated site work will be identified as Phase One and the Operations Building and all associated site work, including the entry drive, will be identified as Phase Two. The drawings will be prepared such that a separate bid can be provided for each phase. The fee breakdown also includes the additional time to develop bid packages for each phase separately and for the added time for construction administration, due to the extended construction period.

Huitt-Zollars' total fee for the additional design services outlined above and as indicated on the attached spreadsheet is a lump sum of $247,899.00. New Mexico Gross Receipts Tax and reimbursable expenses will be invoiced in addition to these professional fees. All services will be invoiced monthly based on a percentage of work completed. We look forward to continuing our working relationship with you and the Environmental Services Division and are ready to start the work. Please do hesitate in calling me if you have any questions or need any additional information.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

Huitt-Zollars, Inc.



John Jarrard, AIA
Vice President

Additional Design Services for
ESD Operations & Maintenance Facility
City of Santa Fe

Manhour Estimate

April 14, 2014

			HZ PM	HZ Civil	HZ CADD Tech	Mech Civil	Elec CADD Tech	MEP CADD	HZ WP
SCOPE OF SERVICES									
Field Verification / As Built Documentation			8	8	24				
Meetings with City Departments			4	16					
Drainage Analysis			12	20	32				
Preliminary Design Documents			8	80	120				20
Design Review Meetings			8	8					
Final Design Documents			8	65	360				20
Construction Administration			8	80	80				
Total Hours			56	277	616				40
Hourly Rate			$ 220.00	$ 211.00	$ 113.00				$ 113.00
TOTAL	$	140,375.00	$ 12,320.00	$ 58,447.00	$ 69,608.00	$ -	$ -	$ -	$ 4,520.00
Geotechnical Report	$	16,400.00							
Topographic Survey	$	12,900.00							
TOTAL COST	$	169,675.00							
FIELD OBSERVATIONS REVISIONS									
Update All Drawings			16		80	12	16	80	
Total Hours			16	0	80	12	16	80	0
Hourly Rate			$ 220.00	$ 211.00	$ 113.00	$ 220.00	$ 220.00	$ 113.00	$ 113.00
TOTAL	$	27,760.00	$ 3,520.00	$ -	$ 9,040.00	$ 2,640.00	$ 3,520.00	$ 9,040.00	$ -
PERMITTING PLANS									
Update Drawings			8	16	24	16	16	40	24
Extended CA Services			32	24	16	32	24	24	
Total Hours			40	40	40	48	40	64	24
Hourly Rate			$ 220.00	$ 211.00	$ 113.00	$ 220.00	$ 220.00	$ 113.00	$ 113.00
TOTAL	$	31,084.00	$ 8,800.00	$ 8,440.00	$ 4,520.00	$ 10,560.00	$ 8,800.00	$ 7,232.00	$ 2,712.00
TOTAL FEE	$	247,699.00							

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional service, rendering services related to Building Design for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [one year], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.
The Contractor shall provide the following services for the City:

Design a Fleet Maintenance facility with a Compressed Natural Gas Compliant (CNGC) H-2 designation which meets all local, state, and federal regulations, to include a minimum of four drive through bays to accommodate up to eight vehicles. The maintenance facility shall include, but is not limited to, a room to store parts and equipment, oil storage area, two pits for truck lifts, overhead piping for all fluids, overhead crane trolley, a vehicle exhaust system, and a standalone truck wash bay. The Maintenance area will house seven staff members and will require three administrative offices. Included within the same building and separated by an interior wall, a facility for field operations supervisor/managerial staff to include but not limited to, six administrative offices, a training room with kitchen to accommodate eighty staff members for meetings, breaks/meals, restrooms with showers and lockers for fifty-six drivers.

Design will also include an administration facility to include but not limited to, a public foyer with service window which meets American with Disabilities Act, and all local, state, and federal

regulations. Administrative offices to accommodate fourteen staff personnel, a conference room, a break area with kitchenette, restroom facility, storage spaces, and utilities closets.

The facility design shall incorporate innovative elements equivalent to gold leadership in Energy and Environmental Design (LEED) rating system for new construction standards, including but not limited to, alternative water, energy efficiency and renewable energy technologies.

The design will also include geotechnical inspection and report; environmental and cultural investigation and report; professional survey to determine existing grades and utilities; existing utility locates to support the design, construction drawings and specifications; and a building access layout such as sidewalks, parking areas, and storm and surface water retention areas.

The proposed facilities shall be designed to create safe and functional working space for the Environmental Services Division (ESD). Contractor to work with Procurement Manager, Project Manager and Designated representatives to determine the requirements of the facility.

A. Programing.

Schedule kick-off meeting to include the Procurement Manager, Project Manager, and designated City staff representatives to understand the goals and requirements of the scope of work, project goals, and requirements.

Schedule and attend meetings for written schedule updates, innovative alternative, and project summary. These meetings may be weekly, biweekly, or monthly as required to meet the contract requirements. The meetings shall be either virtual or in-person as appropriate to achieve goals and project requirements.

Written narrative for required upgrades to proposed property and provide a written summary to the procurement manager and project manager, to assure all facilities meet the requirements set forth by the City.

Provide directives on the most advantageous design and construction applications.

Prepare Written geotechnical investigation report as required by local, state, and federal regulations.

Prepare Written cultural investigation report as required by local, state, and federal regulations.

Provide professional survey of the site to determine property boundaries, existing grades, features and utility locations.

B. Schematic Design.

Written project summary, including narrative report an all-design aspects of the proposed facilities

Written summary of site analysis of the existing and proposed plans to meet the design requirements.

Written basic floor plans for each level of the facilities.

Basic furniture, and equipment layout of the proposed facilities.

Multiple sections and elevations for all buildings.

Review and adhere to all building code & local regulations that might be impacted by project.

Include a narrative of incorporated equipment which shall be included in the construction.

C. Design development.

Updated site plan(s) including operational equipment:

Floor plans, building sections, and building elevations.

Reflected ceiling plan(s) including operational equipment.

Provide finish, window, and door schedules/design.

Provide details of key ideas,

Preliminary electrical, plumbing, heating, ventilation, and air conditioning, communications, and fire protection plans, and recommended fixtures and furniture.

Equipment included in construction.

Parking structures, including sidewalks, and surface and stormwater retention.

Draft project manual with division 1 specifications and table of contents for all other divisions.

A complete set of construction drawings (ready for permits, and construction); floor plans, ceiling plans, electrical, communications/It, mechanical, plumbing, fire protection and all necessary elevations, details/sections, and finish specifications.

Provide complete project manual including instructions to billers (ITB), division 1 and all other specification sections necessary to construct a complete project.

Lead public outreach efforts per City of Santa Fe Emergency News Network (ENN) Requirements.

2. **Standard of Performance: Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of eight hundred eighty thousand dollars ($880,000), based upon deliverables. such compensation not to exceed ($880,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($74,254.40) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($954,254.40). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the city when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2024 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement does not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party;

provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor.**

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

8. **Assignment.**

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

9. **Subcontracting.**

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

10. **Release.**

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

11. **Confidentiality.**

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

12. **Product of Service – Copyright.**

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

13. **Conflict of Interest: Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. **Amendment.**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. **Penalties for violation of law.**

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

17. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. **Workers Compensation.**

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

20. **Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. **Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses

of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

Lawrence Garcia
1142 Siler Road
Santa Fe, NM 87507
lmgarcia@santafenm.gov

To the Contractor:

Huitt-Zollars Inc.
John L Jarrard, Vise President
6501 American Pkwy NE Suite 830
Albuquerque, NM 87110-5308

28. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

30. **Non-Collusion.**

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

31. **Default/Breach.**

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

32. **Equitable Remedies.**

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

33. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery

scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE:

CONTRACTOR:
Huitt-Zollars Inc.

Joseph M. Gallegos
Joseph M. Gallegos (Aug 2, 2023 09:53 MDT)
JOHN L. JARRARD, VICE PRESIDENT

DATE: Aug 2, 2023

CRS# 75-1500178
Registration #2234987

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 08/30/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 7, 2023 [illegible])
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Sep 7, 2023 17:29 MDT)
EMILY OSTER, FINANCE DIRECTOR
ESD FUND 510/5100395
Org. Name/Org#. 572960

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Huitt Zollars Inc.

Procurement/contract Title: Design of Administrative and Maintenance Facility

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other:

Requesting Department: Public Utilities

Staff Name: Lawrence Garcia LG

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	Written Determination (srvs)	☐	☒	Quote(s) (3 Valid & Current for Over 20k)
☐	☒	RFP - Confidential info to be provided to GB by CPD Buyer	☐	☒	BAR
☐	☒	ITB (include bid tab)	☐	☒	FIR
☒	☐	Other: City of Santa Business License	☒	☐	Certificate of Insurance (srvs)
☐	☒	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)			
☐	☒	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
☒	☐	Summary of Contract (only on contracts)			
☒	☐	Current Santa Fe Business Registration (or Exemption if no tax)			
☐	☒	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
☐	☒	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
☐	☒	Evaluation Committee Report (RFPs only)			
☐	☒	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
☒	☐	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Lawrence Garcia (505) 955-2241 LG — ESD Fleet Manager — April 15, 2024
Department Point of Contact — Title — Date

John Dennis (Apr 29, 2024 13:23 MDT) — Apr 29, 2024
Department Director — Date

JoAnn Lovato Montaño — May 1, 2024
Chief Procurement Officer — Date

N/A — Title — Date
ITT Representative

CoSF — Version 3 12.1.2023

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204322 Procurement # (RFP/ITB# If any):

Contractor: Huitt Zollar Vendor 2705 RFP 23/52/P

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Design of Administrative and Maintaniance Facility

Contract: ☉ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: 8/30/2023 Term End Date: June 30, 2024 Total Contract Amount: $954,254.40

☒ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* 8/30/2023

Contract / Lease: Professional Service Agreement #23-0544

1.b Amendment #: 1 to the Original Contract/Lease # 23-0544

Increase/(Decrease) Amount $: 247,899.00

Extend Expiration Date to: June 30, 2025

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: TBD

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
First year of a one year contract, Amendment to extend term for one additonal year, and increase Compensation for Road Design.

3. Procurement History: First year of a one year contract.

JoAnn Lovato Montaño — May 1, 2024
Purchasing Officer Review: Date:

Comment & Exceptions: Procured via RFP 23/52/P

4. Funding Source: Enterprise Fund 510 (ESD) Org / Object: 5100345/572960

Andy Hopkins — May 1, 2024
Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (If applicable): N/A

Grants Administrator Approval: Date N/A

Staff Contact who Completed This Form: Lawrence Garcia Phone #: 505-955-2241

To be recorded by City Clerk:
Clerk #:
Email: lmgarcia@santafenm.gov
Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Huitt-Zollars, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5430 Lyndon B Johnson Freeway, Suite 1500

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75240

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 5 - 1 5 0 0 1 7 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/4/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/16/2023

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 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Stacy Brimer PHONE (A/C, No, Ext): 972-770-1689 FAX (A/C, No): 972-376-8108 E-MAIL ADDRESS: Stacy.Brimer@MarshMMA.com
[redacted] HUITTZOL Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Casualty Insurance Company — 29424 INSURER B: Federal Insurance Company — 20281 INSURER C: Hartford Underwriters Insurance Company — 30104 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1451036384** **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			46UUNOL5276	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Deductible: $0						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			46UENOL5276	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						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)	$
	X Coll $1k/$2k X Comp $1k/$2k							$
A	X UMBRELLA LIAB X OCCUR			46XHUOL5274	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	46WEOL6H1G	9/1/2023	9/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						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	Hired Car Physical Dam: $100,000			46UENOL5276	9/1/2023	9/1/2024	Hired PD Comp/Coll	Ded $1,000/$1,000
B	Employee Theft			82241508	9/1/2023	9/1/2024	Employee Theft	Limit: $1,000,000
A	Valuable Papers			46UUNOL5275	9/1/2023	9/1/2024	Included in BPP Limit	

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: HUITTZOL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of subrogation form #WC00 edition 03/13 and #WC04 edition 03/06 and #WC420304B applies to the Workers Compensation policy.

Additional Insured form #XL0003 edition 09/16 applies to the Umbrella policy.
Waiver of Subrogation form #XL0003 edition 09/16 applies to the Umbrella policy.
Umbrella is follow form pursuant to form #XL0003 edition 09/16

Notice of Cancellation form #IH0307 edition 6/11 applies to the General Liability policy.
Notice of Cancellation form #WC99 edition 03/94 and #WC990531 applies to the Workers Compensation policy.
Notice of Cancellation form #IH0307 edition 6/11applies to the Umbrella Liability policy.
Notice of Cancellation form IH0307 edition 06/11 applies to the Auto Liability policy.

The General Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Auto Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Umbrella policy includes waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Auto Liability, Worker's Compensation and Umbrella Liability policies include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

RE: HZ No.: R316395.01 – City of Santa Fe Admin Office and Maintenance Facility.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2024

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

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

PRODUCER
Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Surplus Insurance Company	26620
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Huitt-Zollars, Inc.
5430 LBJ Freeway
Suite 1500
Dallas TX 75240

COVERAGES **CERTIFICATE NUMBER:** 78276130 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE Per accident	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ 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	$
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2024	1/23/2024	1/23/2025	Per Claim Annual Aggregate	$1,000,000 $2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Re: HZ Project # R316395.01, City of Santa Fe Admin Office and Maintenance Facility.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joe A. Bryant
Joe Bryant

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

BUSINESS REGISTRATION

Business Name: HUITT-ZOLLARS INC
DBA: HUITT-ZOLLARS INC

Business Location: 6501 AMERICAS PARKWAY NE STE 830
ALBUQUERQUE , NM 87110

CRS Number: 02279106000

Owner: KIM KEMPER

License Number: 223498

License Type: Business License - Renewable

Issued Date: December 04, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: December 04, 2024

Fees Paid: $10.00

HUITT-ZOLLARS INC
6501 AMERICAS PARKWAY NE 830
ALBUQUERQUE, NM 87110

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 10 2/7/2020

GB Packet_Huitt-Zollars_ESD_ Amend 3 for SOW Comp Term_$1.4M

Final Audit Report 2026-06-29

Created:	2026-06-29
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwdgc7HjwfSvEjAKUkR1Ccpq6Nyr__-FI
Documents:	GB Packet_Huitt-Zollars_ESD_ Amend 3 for SOW Comp Term_$1.4M.pdf (55 pages)
Number of Documents:	1
Document page count:	55
Number of supporting files:	0
Supporting files page count:	0

"GB Packet_Huitt-Zollars_ESD_ Amend 3 for SOW Comp Term_ $1.4M" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-06-29 - 8:11:01 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2026-06-29 - 8:19:19 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2026-06-29 - 8:20:28 PM GMT- IP address: 104.47.65.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2026-06-29 - 8:23:21 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature
2026-06-29 - 8:23:44 PM GMT

Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2026-06-29 - 8:43:55 PM GMT- IP address: 63.232.20.2

Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2026-06-29 - 8:52:40 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

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Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature

2026-06-29 - 8:53:02 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)

2026-06-29 - 8:53:08 PM GMT- IP address: 51.54.38.123

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)

Signature Date: 2026-06-29 - 9:34:18 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature

2026-06-29 - 9:34:40 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)

2026-06-29 - 10:04:41 PM GMT- IP address: 104.47.64.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)

Signature Date: 2026-06-29 - 10:06:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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2026-06-29 - 10:06:42 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-06-29 - 10:09:13 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2026-06-29 - 10:09:38 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.

2026-06-29 - 10:09:38 PM GMT

GB_Packet_Huitt-Zollars_ESD__Amend_3_for_SOW_Comp_Term_$1.4M_-_v2.0

Final Audit Report 2026-07-01

Created:	2026-06-30
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArQSVIXOyT7JUZP_awvMWQA9dO07b1_Kn
Documents:	GB_Packet_Huitt-Zollars_ESD__Amend_3_for_SOW_Comp_Term_$1.4M_-_v2.0.pdf (57 pages)
Number of Documents:	1
Document page count:	57
Number of supporting files:	0
Supporting files page count:	0

"GB_Packet_Huitt-Zollars_ESD__Amend_3_for_SOW_Comp_Term_$1.4M_-_v2.0" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-06-30 - 2:53:20 PM GMT- IP address: 98.60.118.215

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-06-30 - 2:56:49 PM GMT

Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-06-30 - 2:57:26 PM GMT - Time Source: server- IP address: 98.60.118.215 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-30 - 2:58:02 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-30 - 5:58:50 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-30 - 5:59:41 PM GMT - Time Source: server- IP address: 63.232.20.129 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-30 - 6:00:17 PM GMT

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Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2026-06-30 - 7:39:41 PM GMT- IP address: 63.232.20.2

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2026-06-30 - 10:23:38 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2026-07-01 - 3:38:41 PM GMT - Time Source: server- IP address: 153.66.23.25 - Signature Appearance Selected: IMAGE

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

2026-07-01 - 3:39:14 PM GMT

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

Signature Date: 2026-07-01 - 7:56:03 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.

2026-07-01 - 7:56:03 PM GMT

CITY OF SANTA FE

Date: June 26, 2026

To: Governing Body

From: Marlisa B. Wilson, Public Works Project Manager

Via: Sam Burnett, Public Works Department Director JOHN BURNETT (Jun 29, 2026 15:15:25 MDT)
Tim Farrell, Interim Facilities Division Director
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (Jun 29, 2026 11:35:59 MDT)

Subject: Reengineer and Replace the Existing Energy Management System for the City-Owned Building at 1035 Alto Street Leased to and Occupied by La Familia Medical Center

Vendor Name: TLC Services, LLC

Vendor Number: 11445

ACTION:
Request for Approval of a Construction Contract with TLC Services, LLC in the Total Amount of $229,340 Including NMGRT for Replacement of the Energy Management System for the City-Owned Facility Leased by La Familia Medical Center with Term Ending July 4, 2027. (Marlisa B. Wilson, Public Works Project Manager, mbwilson@santafenm.gov)

CONTRACT NUMBER:
The Munis Contract Number is 3260410.

BACKGROUND AND SUMMARY:
La Familia Medical Center (LFMC) has leased the City-owned facility at 1035 Alto Street, Santa Fe, since October 15, 1995, for $1 per year. The lease requires that the tenant perform regular maintenance and City perform major system repairs.

Roof assessments of the facility concluded that a full roof replacement was necessary to address leaks. Facilities Management Division (FMD) also evaluated the HVAC system and found that replacement of the HVAC system was required to reliably meet heating and cooling needs.

The previously approved BAR in the amount of $1,400,000 funded a $1,150,000 full-roof replacement and will now fund the reengineering and replacement of the existing Energy Management System at this facility.

La Familia Medical Center provides comprehensive medical, dental, and behavioral health services to the public regardless of income, insurance status, or legal standing. LFMC operates four state-of-the-art clinics throughout the city, including the flagship location at the City-owned building on Alto Street. These improvements are essential to support the continued delivery of vital healthcare services at LFMC's Alto Street clinic and to protect the City's asset.

ATTACHMENTS:
Construction Contract
Proposal
Statewide Price Agreement No. 30-00000-23-00084
Certificate of Insurance
Horizons Services List
CPO Determination
June 2025 BAR Packet – La Familia Reroof & HVAC

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: FACILITIES/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Constr/572970

Budget Officer/Designee: Andy Hopkins Date: 06/30/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used is NMSA 1978, Section 13-1-129, Statewide Price Agreement No. 30-00000-23-00084, which expires on July 4, 2027.

This procurement was conducted under the authority of NMSA 1978, Section 13-1-129, which permits the City to utilize price agreements established by the State of New Mexico or other New Mexico governmental entities. The underlying contract was competitively solicited and awarded on July 5, 2023, with four (4) 1-year terms, for a total potential contract length of four (4) years. By purchasing through this agreement, the City secured the requested services from TLC Services, LLC, while saving both time and administrative costs associated with conducting a separate solicitation. Leveraging this competitively awarded contract provides the best value to the City and conserves taxpayer resources.

AP
AP

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 06/30/2026
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: Timothy Farrell

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number PWD2532061 - Construct
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item #: _____
Munis Contract No.: 3260410
SWPA No.: 30-00000-23-00084

CITY OF SANTA FE

CONSTRUCTION CONTRACT

Reengineer and Replace the Existing Energy Management System
for the City-Owned Building at 1035 Alto Street,
Leased to and Occupied by La Familia Medical Center

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall reengineer and replace the existing energy management system for the City-owned building at 1035 Alto Street, leased to and occupied by La Familia Medical Center, in accordance with Exhibit A, attached hereto.

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

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

2. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A, including additional amounts as set forth below.

For the services described in the scope of work, the City agrees to pay the Contractor:	$ 192,712.18
A maximum 10% contingency in an amount approved by the Director of Public Works or City Manager	+ $ 19,271.22
Subtotal	= $ 211,983.40
The services in the contract include NMGRT (at 8.1875%) which equals:	+ $ 17,356.14
The total compensation for the contract including NMGRT is:	= $ 229,339.54

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

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

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

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **July 4, 2027**, unless terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations).

4. Termination

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

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of

termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required

performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service – Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 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 13 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 13 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

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

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;

3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in Article 2; or
5. Contract termination, as outlined in Article 4.

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

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.
2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department, Purchasing Division, Statewide Price Agreement No. 30-00000-23-00084 and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical

condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers' Compensation

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

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage

provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt

requested, postage prepaid, as follows:

To the City:	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909 Public Works Department | Facilities Division Marlisa Wilson Project Manager 2651 Siringo Road Santa Fe, NM 87505 mbwilson@santafenm.gov 505-955-5937	Eddie C. Padilla President TLC Services, LLC 5000 Edith Boulevard NE Albuquerque, NM 87107 epadilla@tlcplumbing.com (with a courtesy copy to legal@tlcplumbing.com) 505-362-6490

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Progress Payments

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

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

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In

addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

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

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

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

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

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

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

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

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

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

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

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

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 J. GARCIA, MAYOR

DATE: _____

CONTRACTOR:
TLC Services, LLC

Eddie C. Padilla (Jun 25, 2026 13:06:17 MDT)
EDDIE C. PADILLA, PRESIDENT

DATE: Jun 25, 2026

NMBTIN: 03-583848-0-05

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jun 25, 2026 14:20:55 MDT)

_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

EXHIBIT A

PROPOSAL

Main (505) 761-9696
Fax (505) 761-9875
5000 Edith Blvd. NE
Albuquerque, NM 87107

TLCplumbing.com
Lic. 414079

E00706 - La Familia - Controls Phase 2

City of Santa Fe
PO Box 909
Sana Fe, NM 87504

Reference: 20260310-155358400
Quote created: March 10, 2026
Quote expires: July 31, 2026
Quote created by: Albert Prada

Marlisa Wilson
mbwilson@santafenm.gov
+15057952469

aprada@tlcplumbing.com
+15054235032

Ginger Robertson
vrobertson@lfmctr.org
+15054665517

Site Address: 2145 Caja Del Oro Grant Rd

Scope of Work Quoted By Albert

SPA # 30-00000-23-00084

Price below includes the following:

Provide labor and materials to install the building automation system infrastructure for VAV boxes, rooftop units, and Reznor heating units.

Electrical contractor shall install conduit pathways, BAS communication wiring, tubing, and device terminations. Controls vendor will provide startup, programming, commissioning, graphics, and training only.

Work shall comply with NEC and local codes.

BAS Network Wiring

Provide BAS communication wiring between all devices.

Scope includes:

- Furnish and install 18AWG 1-pair shielded plenum BAS cable.
- Install cable in daisy chain configuration from NEXUS controller to:
  - 44 Dual VAV controllers
  - 4 RTU controllers
  - 2 Reznor heater controllers
- Route cable through installed EMT conduit pathways.
- Provide service loop at each controller.
- Label each cable at both ends.

Total devices: 50

VAV Control Wiring & Termination

Provide BAS wiring and terminations for 44 Dual-Duct VAV boxes.

Scope includes:

- Pull BAS cable to each controller.
- Terminate communication wiring at controller terminals.
- Install wall sensor wiring where required.
- Provide labeling and identification.

RTU Controls Wiring

Provide BAS wiring for 4 rooftop units.

Scope includes:

- Pull BAS communication cable from network trunk.
- Terminate wiring at RTU controller.
- Install wiring for:
  - supply air temperature sensor
  - return air temperature sensor
  - compressor current switch
  - blower current switch
  - wall sensor

Provide weatherproof routing and protection at rooftop equipment.

Reznor Heater Controls

Provide BAS wiring and tubing for 2 Reznor heating units.

Scope includes:

- Pull BAS communication cable.
- Terminate at Reznor controller.
- Install wiring for:
  - supply air temp sensor
  - return air temp sensor
  - blower current switch
  - VFD interface
  - duct static pressure probe
  - differential pressure transmitter

Static Pressure Tubing

Install tubing from Reznor units to static pressure probe.

Scope includes:

- Install 1/4" poly tubing.
- Route tubing from unit controller to probe location.
- Mount probe approximately 2/3 down duct run.
- Secure tubing along ductwork.

Conduit Installation

Provide EMT conduit pathways for BAS wiring.

VAV Stub Conduits

- Install 1" EMT stub conduit to each VAV controller.
- Install pull string.

RTU Conduits

- Install 3/4" EMT conduit from interior BAS pathway to roof.
- Provide roof penetration and weatherproof fitting.
- Provide liquidtight flex whip at unit.

Reznor Heater Conduits

- Install 3/4" EMT conduit to heater control location.

Device Terminations

Electrical contractor shall:

- Land BAS communication wiring at controllers
- Terminate sensors
- Terminate pressure transmitters
- Terminate current switches
- Label all wiring

Included by vendor after install:

- Programming
- Graphics

- Commissioning
- System startup
- Owner training

BOM of Materials provided are as follows:

Qty: 44
Part #: DUAL-VAV
Description: ABB Controllers for existing Dual Duct VAV boxes with:

- 2 actuators
- 2 differential pressure transmitters
- 1 supply air temperature sensor
- 1 wall sensor for each Dual Duct VAV box

Qty: 4
Part #: RTU
Description: ABB Controllers for existing RTU package units with:

- 1 supply air temperature sensor
- 1 return air temperature sensor
- 1 blower motor current switch
- 1 compressor current switch
- 1 wall sensor for each RTU

Qty: 2
Part #: REZNOR
Description: ABB Controllers for existing Reznor heating units with:

- 1 supply air temperature sensor
- 1 return air temperature sensor
- 1 blower motor current switch
- 1 variable frequency drive
- 1 duct static pressure probe
- 1 differential pressure transmitter for each Reznor

Qty: 1
Part #: ABBPROG
Description: Programming of schedules, trends, alarms, runtimes for Dual-VAV, RTU, and Reznor.

Qty: 1
Part #: ABBGRAP
Description: Create and link graphics for Dual-VAV, RTU, Reznor.

Qty: 1
Part #: ABBCOMM
Description: Field commission ABB control system.

Qty: 1
Part #: ABBTRAIN
Description: 2 hours owner's training.

Qty: 1
Part #: T101
Description: 1/4" OD Poly Tubing, Plenum, 250 ft roll.

Qty: 2
Part #: A-3145K
Description: Static Pressure Probe 4".

Qty: 4
Part #: P181PLC-RAS
Description: 18 AWG, 1 Pair, Low Capacitance, Shielded, Plenum, Raspberry, 1000 ft roll.

Qty: 1
Part #: SUBMITTAL
Description: Project specific submittals with wiring diagrams and install details.

Products & Services

Item & Description	Quantity	Unit Price	Total
Electrical SOW (tax not included)	1	$192,712.18	$192,712.18
	One-time subtotal		$192,712.18
		Total	**$192,712.18**

Proposal Exclusions

Electrical Exclusions:
Demolition
Temporary Power
Temporary Lighting
Seismic Wiring
Concrete Cutting, Coring, Repairs, and Replacement
Sheetrock Cutting, Coring, Repairs, and Replacement
Roofing Cutting, Coring, Repairs, and Replacement
Flooring Cutting, Coring, Repairs, and Replacement
Structural
Bond is included
Extended hours ADD 30% if required.
Any Other Work Not Specifically Included On This Proposal.
Any Code Violations Not Directly Correlated To The Installed Equipment.
HVAC Or Plumbing, Unless Specifically Stated On Scope.

Signature

Signature

Date

Printed name

Questions? Contact me

Albert Prada
aprada@tlcplumbing.com
+15054235032

TLC Plumbing, Heating, Cooling and Electrical
5000 Edith Blvd NE
Albuquerque, NM 87107
United States

2026 COSF TLCS La Familia Construction Contract - FINAL

Final Audit Report 2026-06-25

Created:	2026-06-18
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANnOf_0wYxoKh6WNbGq1pqdRIzEV4bnnD
Documents:	2026 COSF TLCS La Familia Construction Contract - FINAL.pdf (18 pages)
Number of Documents:	1
Document page count:	18
Number of supporting files:	0
Supporting files page count:	0

"2026 COSF TLCS La Familia Construction Contract - FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2026-06-18 - 5:00:53 PM GMT- IP address: 63.232.20.2

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Document e-signed by Eddie Padilla (epadilla@tlcplumbing.com)

Signature Date: 2026-06-25 - 7:06:17 PM GMT - Time Source: server- IP address: 4.1.118.18 - Signature Appearance Selected: DRAW

Document emailed to klnault@santafenm.gov for signature

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Email viewed by klnault@santafenm.gov

2026-06-25 - 8:19:59 PM GMT- IP address: 172.59.3.224

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault

2026-06-25 - 8:20:53 PM GMT- IP address: 172.59.3.224

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

Signature Date: 2026-06-25 - 8:20:55 PM GMT - Time Source: server- IP address: 172.59.3.224 - Signature Appearance Selected: TYPE

Agreement completed.

2026-06-25 - 8:20:55 PM GMT

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number**: 30-00000-23-00084**

Amendment No.**: Nine**

Term**: July 5, 2023 – July 4, 2027**

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

Invoice:
As Requested.

Procurement Specialist**: Karen Wisdom** KW

Telephone No.**: (505)500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Title**: HVAC and Plumbing Services - Statewide**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 5, 2026 to July 4, 2027 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately (See Following pages):

- **Updated Vendor Information**
- **Price Escalations by Requested Vendors**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/2/2026

New Mexico State Purchasing Agent

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

Update Vendor Information for Vendors as follows:

FROM:	TO:
(AP)0000166933 **McDowell Mechanical, LLC** **PO Box 6771** **Santa Fe, NM 87502** **505-204-9855** **mcdowellmechanicalsf@gmail.com**	**(AP)0000166933** **McDowell Mechanical, LLC** **64 Vista del Monte** **Santa Fe, NM 87508** **505-204-2919** **mcdowellmechanicalsf@gmail.com**
FROM:	**TO:**
(AR)0000137241 **Mosark, LLC** **35257 Hwy 87** **Raton, NM 87740** **575-447-1709** **mosarkllc@outlook.com**	**(AR)0000137241** **Mosark, LLC** **35257 Hwy 87** **Raton, NM 87740** **575-445-3981** **lark_justin@yahoo.com**
FROM:	**TO:**
(AA)0000051142 **A-Plus Plumbing & Heating, Inc.** **505-470-6162**	**(AA)0000051142** **A-Plus Plumbing & Heating, Inc.** **505-927-2320**

Price Escalations Requested by Vendor (AF) B&D Industries:

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
Projects UNDER Sixty Thousand ($60,000.00)					
1	1000	Hr.	**Journeyman/Foreman/ Experienced Technician-Worker, regular hours**		
			Zone 1	$ 123.90	**$ 128.00**
			Zone 2	$ 123.90	**$ 128.00**
			Zone 3	$ 123.90	**$ 128.00**
			Zone 4	$ 123.90	**$ 128.00**
			Zone 5	$ 123.90	**$ 128.00**
			Zone 6	$ 123.90	**$ 128.00**
2	1000	Hr.	**Journeyman/Foreman/Experienced Technician-Worker, after hours**		
			Zone 1	$ 185.86	**$ 192.00**
			Zone 2	$ 185.86	**$ 192.00**
			Zone 3	$ 185.86	**$ 192.00**
			Zone 4	$ 185.86	**$ 192.00**
			Zone 5	$ 185.86	**$ 192.00**
			Zone 6	$ 185.86	**$ 192.00**
3	1000	Hr.	**Apprentice/Experienced Worker, regular hours worked**		
			Zone 1	$ 88.06	**$ 90.97**
			Zone 2	$ 88.06	**$ 90.97**
			Zone 3	$ 88.06	**$ 90.97**
			Zone 4	$ 88.06	**$ 90.97**
			Zone 5	$ 88.06	**$ 90.97**
			Zone 6	$ 88.06	**$ 90.97**

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
4	1000	Hr.	**Apprentice/Experienced Worker, after hours worked**		
			Zone 1	$ 132.10	**$ 136.46**
			Zone 2	$ 132.10	**$ 136.46**
			Zone 3	$ 132.10	**$ 136.46**
			Zone 4	$ 132.10	**$ 136.46**
			Zone 5	$ 132.10	**$ 136.46**
5	1000	Hr.	**Laborer, regular hours worked.**		
			Zone 1	$ 88.06	**$ 90.97**
			Zone 2	$ 88.06	**$ 90.97**
			Zone 3	$ 88.06	**$ 90.97**
			Zone 4	$ 88.06	**$ 90.97**
			Zone 5	$ 88.06	**$ 90.97**
			Zone 6	$ 88.06	**$ 90.97**
6	1000	Hr.	**Laborer, after hours worked**		
			Zone 1	$ 132.10	**$ 136.46**
			Zone 2	$ 132.10	**$ 136.46**
			Zone 3	$ 132.10	**$ 136.46**
			Zone 4	$ 132.10	**$ 136.46**
			Zone 5	$ 132.10	**$ 136.46**
			Zone 6	$ 132.10	**$ 136.46**
Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects					
7	1000	Hr.	**Journeyman/Foreman/ Experienced Technician-Worker, regular hours**		
			Zone 1	$ 153.60	**$ 158.67**
			Zone 2	$ 153.60	**$ 158.67**
			Zone 3	$ 153.60	**$ 158.67**
			Zone 4	$ 153.60	**$ 158.67**
			Zone 5	$ 153.60	**$ 158.67**
			Zone 6	$ 153.60	**$ 158.67**
8	**1000**	**Hr.**	**Journeyman/Foreman/ Experienced Technician-Worker, after hours**		
			Zone 1	$ 230.40	**$ 238.00**
			Zone 2	$ 230.40	**$ 238.00**
			Zone 3	$ 230.40	**$ 238.00**
			Zone 4	$ 230.40	**$ 238.00**
			Zone 5	$ 230.40	**$ 238.00**
			Zone 6	$ 230.40	**$ 238.00**
9	**1000**	**Hr.**	**Apprentice/Experienced Worker, regular hours worked**		
			Zone 1	$ 88.06	**$ 90.97**
			Zone 2	$ 88.06	**$ 90.97**
			Zone 3	$ 88.06	**$ 90.97**
			Zone 4	$ 88.06	**$ 90.97**
			Zone 5	$ 88.06	**$ 90.97**
			Zone 6	$ 88.06	**$ 90.97**

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
10	**1000**	**Hr.**	**Apprentice/Experienced Worker, after hours worked**		
			Zone 1	$ 132.10	**$ 136.46**
			Zone 2	$ 132.10	**$ 136.46**
			Zone 3	$ 132.10	**$ 136.46**
			Zone 4	$ 132.10	**$ 136.46**
			Zone 5	$ 132.10	**$ 136.46**
			Zone 6	$ 132.10	**$ 136.46**
11	1000	Hr.	**Laborer, regular hours worked**		
			Zone 1	$ 88.06	**$ 90.97**
			Zone 2	$ 88.06	**$ 90.97**
			Zone 3	$ 88.06	**$ 90.97**
			Zone 4	$ 88.06	**$ 90.97**
			Zone 5	$ 88.06	**$ 90.97**
			Zone 6	$ 88.06	**$ 90.97**
12	1000	Hr.	**Laborer, after hours worked**		
			Zone 1	$ 132.10	**$ 136.46**
			Zone 2	$ 132.10	**$ 136.46**
			Zone 3	$ 132.10	**$ 136.46**
			Zone 4	$ 132.10	**$ 136.46**
			Zone 5	$ 132.10	**$ 136.46**
			Zone 6	$ 132.10	**$ 136.46**

- **Items 13-16 on original bid tab remain the same**

Price Escalations Requested by Vendor (AT) PC Automated Controls, Inc.:

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
			Projects UNDER Sixty Thousand ($60,000.00)		
1	1000	Hr.	**Journeyman/Foreman/Experienced Technician-Worker, regular hours**		
			Zone 1	$ 121.00	**$ 123.90**
			Zone 2	$ 121.00	**$ 123.90**
			Zone 3	$ 121.00	**$ 123.90**
			Zone 4	$ 121.00	**$ 123.90**
			Zone 5	$ 121.00	**$ 123.90**
			Zone 6	$ 121.00	**$ 123.90**

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
2	1000	Hr.	**Journeyman/Foreman/Experienced Technician-Worker, after hours**		
			Zone 1	$ 181.50	**$ 185.86**
			Zone 2	$ 181.50	**$ 185.86**
			Zone 3	$ 181.50	**$ 185.86**
			Zone 4	$ 181.50	**$ 185.86**
			Zone 5	$ 181.50	**$ 185.86**
			Zone 6	$ 181.50	**$ 185.86**

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
3	1000	Hr.	**Apprentice/Experienced Worker, regular hours worked**		
			Zone 1	$ 86.00	**$ 88.06**
			Zone 2	$ 86.00	**$ 88.06**
			Zone 3	$ 86.00	**$ 88.06**
			Zone 4	$ 86.00	**$ 88.06**
			Zone 5	$ 86.00	**$ 88.06**
			Zone 6	$ 86.00	**$ 88.06**

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
4	1000	Hr.	**Apprentice/Experienced Worker, after hours worked**		
			Zone 1	$ 129.00	**$ 132.10**
			Zone 2	$ 129.00	**$ 132.10**
			Zone 3	$ 129.00	**$ 132.10**
			Zone 4	$ 129.00	**$ 132.10**
			Zone 5	$ 129.00	**$ 132.10**

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
5	1000	Hr.	**Laborer, regular hours worked.**		
			Zone 1	$ 86.00	**$ 88.06**
			Zone 2	$ 86.00	**$ 88.06**
			Zone 3	$ 86.00	**$ 88.06**
			Zone 4	$ 86.00	**$ 88.06**
			Zone 5	$ 86.00	**$ 88.06**
			Zone 6	$ 86.00	**$ 88.06**

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
6	1000	Hr.	**Laborer, after hours worked**		
			Zone 1	$ 129.00	**$ 132.10**
			Zone 2	$ 129.00	**$ 132.10**
			Zone 3	$ 129.00	**$ 132.10**
			Zone 4	$ 129.00	**$ 132.10**
			Zone 5	$ 129.00	**$ 132.10**
			Zone 6	$ 129.00	**$ 132.10**

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
7	1000	Hr.	**Journeyman/Foreman/Experienced Technician-Worker, regular hours**		
			Zone 1	$ 150.00	**$ 153.60**
			Zone 2	$ 150.00	**$ 153.60**
			Zone 3	$ 150.00	**$ 153.60**
			Zone 4	$ 150.00	**$ 153.60**
			Zone 5	$ 150.00	**$ 153.60**
			Zone 6	$ 150.00	**$ 153.60**

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
8	**1000**	**Hr.**	**Journeyman/Foreman/Experienced Technician-Worker, after hours**		
			Zone 1	$ 225.00	**$ 230.40**
			Zone 2	$ 225.00	**$ 230.40**
			Zone 3	$ 225.00	**$ 230.40**
			Zone 4	$ 225.00	**$ 230.40**
			Zone 5	$ 225.00	**$ 230.40**
			Zone 6	$ 225.00	**$ 230.40**

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
9	**1000**	**Hr.**	**Apprentice/Experienced Worker, regular hours worked**		
			Zone 1	$ 86.00	**$ 88.06**
			Zone 2	$ 86.00	**$ 88.06**
			Zone 3	$ 86.00	**$ 88.06**
			Zone 4	$ 86.00	**$ 88.06**
			Zone 5	$ 86.00	**$ 88.06**
			Zone 6	$ 86.00	**$ 88.06**

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
10	**1000**	**Hr.**	**Apprentice/Experienced Worker, after hours worked**		
			Zone 1	$ 129.00	**$ 132.10**
			Zone 2	$ 129.00	**$ 132.10**
			Zone 3	$ 129.00	**$ 132.10**
			Zone 4	$ 129.00	**$ 132.10**
			Zone 5	$ 129.00	**$ 132.10**
			Zone 6	$ 129.00	**$ 132.10**

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
11	1000	Hr.	**Laborer, regular hours worked**		
			Zone 1	$ 86.00	$ **88.06**
			Zone 2	$ 86.00	$ **88.06**
			Zone 3	$ 86.00	$ **88.06**
			Zone 4	$ 86.00	$ **88.06**
			Zone 5	$ 86.00	$ **88.06**
			Zone 6	$ 86.00	$ **88.06**

Docusign Envelope ID: 92C98BBA-65EF-8C1A-825D-F28102D7399A

	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
12	1000	Hr.	**Laborer, after hours worked**		
			Zone 1	$ 129.00	$ **132.10**
			Zone 2	$ 129.00	$ **132.10**
			Zone 3	$ 129.00	$ **132.10**
			Zone 4	$ 129.00	$ **132.10**
			Zone 5	$ 129.00	$ **132.10**
			Zone 6	$ 129.00	$ **132.10**

Certificate Of Completion

Envelope Id: 92C98BBA-65EF-8C1A-825D-F28102D7399A
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 9
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Karen Wisdom
1100 S Saint Francis Dr
Santa Fe, NM 87502
karen.wisdom@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/1/2026 3:42:26 PM
Security Appliance Status: Connected

Holder: Karen Wisdom
karen.wisdom@gsd.nm.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
John Desha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/1/2026 3:44:26 PM Viewed: 6/2/2026 6:54:25 AM Signed: 6/2/2026 6:55:37 AM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
Karen Wisdom karen.wisdom@gsd.nm.gov Executive Procurement Officer New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/2/2026 6:55:38 AM Viewed: 6/2/2026 8:08:53 AM Signed: 6/2/2026 8:08:58 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/2/2026 8:09:00 AM Viewed: 6/2/2026 8:22:27 AM Signed: 6/2/2026 8:22:37 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2026 3:44:26 PM
Certified Delivered	Security Checked	6/2/2026 8:22:27 AM
Signing Complete	Security Checked	6/2/2026 8:22:37 AM
Completed	Security Checked	6/2/2026 8:22:37 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

Docusign Envelope ID: AC72B60F-428D-8D66-81EC-E9E9B6648009

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BC)0000138545
ARIA, Inc.
dba Cartwright's Plumbing and HVAC
7613 Crouch Ct.
Santa Fe, NM 87507
505-819-7080
greg.mirkowski@rrsc.com

Number**: 30-00000-23-00084**

Amendment No.**: Eight**

Term**: July 5, 2023 – July 4, 2026**

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

Invoice:
As Requested.

Procurement Specialist**: Karen Wisdom** KW

Telephone No.**: (505)500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Title**: HVAC and Plumbing Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof. This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (AD) 0000138545 as follows:

(AD)0000138545
ARIA, Inc.
dba Cartwright's
PO Box 16371
Santa Fe, NM 87592
505-982-2511
rr.cartwrights@rrsc.com

(BC)0000138545
ARIA, Inc.
dba Cartwright's
7613 Crouch St.
Santa Fe, NM 87507
505-819-7080 or 505-982-2511
greg.mirkowski@rrsc.com

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 5/11/2026

New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

SD

Certificate Of Completion

Envelope Id: AC72B60F-428D-8D66-81EC-E9E9B6648009
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

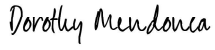
Envelope Originator:
Karen Wisdom
1100 S Saint Francis Dr
Santa Fe, NM 87502
karen.wisdom@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
5/11/2026 11:48:54 AM
Security Appliance Status: Connected

Holder: Karen Wisdom
karen.wisdom@gsd.nm.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
John Desha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/11/2026 11:50:22 AM Viewed: 5/11/2026 11:51:24 AM Signed: 5/11/2026 11:51:41 AM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
Karen Wisdom karen.wisdom@gsd.nm.gov Executive Procurement Officer New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/11/2026 11:51:43 AM Viewed: 5/11/2026 11:53:13 AM Signed: 5/11/2026 11:53:20 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/11/2026 11:53:21 AM Viewed: 5/11/2026 11:55:08 AM Signed: 5/11/2026 11:55:25 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2026 11:50:22 AM
Certified Delivered	Security Checked	5/11/2026 11:55:08 AM
Signing Complete	Security Checked	5/11/2026 11:55:25 AM
Completed	Security Checked	5/11/2026 11:55:25 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

Docusign Envelope ID: 1006D22C-26FC-43B5-AB56-226B76584D12

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BA) 0000050920
TLC Company, Inc.
5000 Edith BLVD NE
Albuquerque, NM 87107-4125
Attn: Todd Reinert
Email: treinert@tlcplumbing.com

Number**: 30-00000-23-00084**

Amendment No.**: Seven**

Term**: July 5, 2023 – July 4, 2026**

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

Invoice:
As Requested.

Procurement Specialist**: Karen Wisdom** KW

Telephone No.**: (505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Title: HVAC and Plumbing Services - Statewide

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

This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (BA) 0000050920 as follows:

TLC Company, Inc.
5000 Edith BLVD NE
Albuquerque, NM 87107-4125
Attn: Todd Reinert
Email: treinert@tlcplumbing.com

TLC Company, Inc.
5000 Edith BLVD NE
Albuquerque, NM 87107-4125
Attn: Koryn Misbach
Email: kmisbach@tlcplumbing.com
(505)-441-0674

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

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 1/13/2026

Certificate Of Completion

Envelope Id: 1006D22C-26FC-43B5-AB56-226B76584D12
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Karen Wisdom
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
karen.wisdom@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
1/13/2026 11:52:15 AM
Holder: Karen Wisdom
karen.wisdom@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/13/2026 11:54:07 AM Viewed: 1/13/2026 3:31:06 PM Signed: 1/13/2026 3:31:24 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
Karen Wisdom karen.wisdom@gsd.nm.gov Executive Procurement Officer New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/13/2026 3:31:25 PM Viewed: 1/13/2026 3:34:39 PM Signed: 1/13/2026 3:34:47 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1011:b302:23e2:2812:4431:d8a1:d1f5 Signed using mobile	Sent: 1/13/2026 3:34:48 PM Viewed: 1/13/2026 3:37:18 PM Signed: 1/13/2026 3:37:23 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/13/2026 11:54:07 AM
Certified Delivered	Security Checked	1/13/2026 3:37:18 PM
Signing Complete	Security Checked	1/13/2026 3:37:23 PM
Completed	Security Checked	1/13/2026 3:37:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

Docusign Envelope ID: CA5E5CCA-E448-44F2-BB6C-9D0EE4C79AA9

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BB) 0000186171
Integrity Heating and Cooling LLC
2920 Stanford Drive NE
Albuquerque, New Mexico 87107
Email: Admin@integrity-heatingandcooling.com
Telephone No. 505-261-2209

Number**: 30-00000-23-00084**

Amendment No.**: Six**

Term**: July 5, 2023 – July 4, 2026**

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

Invoice:
As Requested,

Procurement Specialist**: Karen Wisdom**

Telephone No.**: (505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Title**: HVAC and Plumbing Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof. This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (AM) 0000174680 as follows:

(AM) 0000174680
Valerie Grubbs
Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
admin@integrity-heatingandcooling.com
Telephone No. 505-261-2209

(BB) 0000186171
Integrity Heating and Cooling LLC
2920 Stanford Drive NE
Albuquerque, New Mexico 87107
Admin@integrity-heatingandcooling.com
Telephone No. 505-261-2209

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

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 8/22/2025

Certificate Of Completion

Envelope Id: CA5E5CCA-E448-44F2-BB6C-9D0EE4C79AA9
Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC AND PLUMBING SERVICES - STATEWIDE A006
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
8/21/2025 4:38:30 PM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/21/2025 4:39:39 PM Viewed: 8/21/2025 4:40:49 PM Signed: 8/21/2025 4:41:42 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/21/2025 4:41:43 PM Viewed: 8/22/2025 9:10:54 AM Signed: 8/22/2025 9:11:32 AM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1011:b169:bdb:a0ef:28dd:4f43:2856 Signed using mobile	Sent: 8/22/2025 9:11:33 AM Viewed: 8/22/2025 9:11:55 AM Signed: 8/22/2025 9:12:00 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/21/2025 4:39:39 PM
Certified Delivered	Security Checked	8/22/2025 9:11:55 AM
Signing Complete	Security Checked	8/22/2025 9:12:00 AM
Completed	Security Checked	8/22/2025 9:12:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

Docusign Envelope ID: E4F48975-2B93-44CF-8B1A-4670C3362FA4

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AY) 0000091459
Wizer Electric, LLC
6017 Del Carmen Road NE
Rio Rancho, New Mexico 87144

Email: admin@wizerelectric.com
Telephone No. 505-771-4973

Number: **30-00000-23-00084**

Amendment No.: **Five**

Term: **July 5, 2023 – July 4, 2026**

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

Invoice:
As Requested.

Procurement Specialist: **Karen Wisdom** KW

Telephone No.: **(505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Title: **HVAC and Plumbing Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof. This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (AY)0000091459 as follows:

From: Wizer Electric, LLC
6017 Del Carmen Road NE
Rio Rancho, NM 87144
Attn: Yei Rogers
Email: admin@wizerelectric.com

To: Wizer Electric, LLC
6017 Del Carmen Road NE
Rio Rancho, NM 87144
Attn: Yei Rogers
Email: admin@wizerelectric.com
Phone: (505) 771-4973

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/27/2025

New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: E4F48975-2B93-44CF-8B1A-4670C3362FA4
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Karen Wisdom
1100 S Saint Francis Dr
Santa Fe, NM 87502
karen.wisdom@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/27/2025 11:54:10 AM
Holder: Karen Wisdom
karen.wisdom@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/27/2025 11:56:16 AM Viewed: 6/27/2025 1:29:06 PM Signed: 6/27/2025 1:29:15 PM
Karen Wisdom karen.wisdom@gsd.nm.gov Executive Procurement Officer New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/27/2025 1:29:16 PM Viewed: 6/27/2025 1:30:05 PM Signed: 6/27/2025 1:30:07 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/27/2025 1:30:09 PM Viewed: 6/27/2025 1:33:01 PM Signed: 6/27/2025 1:33:06 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2025 11:56:16 AM
Certified Delivered	Security Checked	6/27/2025 1:33:01 PM
Signing Complete	Security Checked	6/27/2025 1:33:06 PM
Completed	Security Checked	6/27/2025 1:33:06 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

Docusign Envelope ID: 69024C2E-4E92-4CB7-A85A-BB65FD2C1C35

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number: **30-00000-23-00084**

Amendment No.: **Four**

Term: **July 5, 2023 – July 4, 2026**

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

Invoice:
As Requested

Procurement Specialist: **Karen Wisdom** KW

Telephone No.: **(505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Title: HVAC and Plumbing Services - Statewide

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 5, 2025 to July 4, 2026 at the same price, terms and conditions.

See attached price increases for Vendor (AF) B & D Industries and (AT) PC Automated Controls, Inc.

Update Vendor Information:

From:(AY)Wizer Electric, LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
Attn: Sam Perry
Email: sam@wizerelectric.com

To: (AY)Wizer Electric, LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
Attn: Yei Rogers
Email: admin@wizerelectric.com

From:(AZ) Yearout Mechanical, Inc.
8501 Washington St. NE
Albuquerque, NM 87113
Attn: Rebecca Rodriguez
Phone: 505-379-1994 or 505-884-0994
Email: rrodriguez@yearout.com

To: (AZ) Yearout Mechanical, LLC
8501 Washington St. NE
Albuquerque, NM 87113
Attn: Rebecca Rodriguez
Phone: 505-379-1994 or 505-884-0994
Email: rrodriguez@yearout.com

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 5/14/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

Docusign Envelope ID: 69024C2E-4E92-4CB7-A85A-BB65FD2C1C35

Vendor (AF) B & D Industries Price Increases:

Item	Approx. Qty.	Unit	Description	Current Rate	% Increase	New Rate
OO1	1	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**			
			Zone 1	$101.18	6.50%	**$107.76**
			Zone 2	$101.18	6.50%	**$107.76**
			Zone 3	$101.18	6.50%	**$107.76**
			Zone 4	$101.18	6.50%	**$107.76**
			Zone 5	$101.18	6.50%	**$107.76**
			Zone 6	$101.18	6.50%	**$107.76**
OO2	1	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**			
			Zone 1	$133.13	6.50%	**$141.78**
			Zone 2	$133.13	6.50%	**$141.78**
			Zone 3	$133.13	6.50%	**$141.78**
			Zone 4	$133.13	6.50%	**$141.78**
			Zone 5	$133.13	6.50%	**$141.78**
			Zone 6	$133.13	6.50%	**$141.78**
OO3	1	Hour	**Apprentice/Experienced - Worker, regular hours**			
			Zone 1	$74.55	6.50%	**$79.40**
			Zone 2	$74.55	6.50%	**$79.40**
			Zone 3	$74.55	6.50%	**$79.40**
			Zone 4	$74.55	6.50%	**$79.40**
			Zone 5	$74.55	6.50%	**$79.40**
			Zone 6	$74.55	6.50%	**$74.55**
OO4	1	Hour	**Apprentice/Experienced - Worker, after hours**			
			Zone 1	$95.86	6.50%	**$102.09**
			Zone 2	$95.86	6.50%	**$102.09**
			Zone 3	$95.86	6.50%	**$102.09**
			Zone 4	$95.86	6.50%	**$102.09**
			Zone 5	$95.86	6.50%	**$102.09**
			Zone 6	$95.86	6.50%	**$102.09**
OO5	1	Hour	**Laborer, regular hours worked**			
			Zone 1	$57.33	0.00%	**$57.33**
			Zone 2	$57.33	0.00%	**$57.33**
			Zone 3	$57.33	0.00%	**$57.33**
			Zone 4	$57.33	0.00%	**$57.33**
			Zone 5	$57.33	0.00%	**$57.33**
			Zone 6	$57.33	0.00%	**$57.33**
OO6	1	Hour	**Laborer, after hours worked**			
			Zone 1	$72.97	0.00%	**$72.97**
			Zone 2	$72.97	0.00%	**$72.97**
			Zone 3	$72.97	0.00%	**$72.97**
			Zone 4	$72.97	0.00%	**$72.97**
			Zone 5	$72.97	0.00%	**$72.97**
			Zone 6	$72.97	0.00%	**$72.97**

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Vendor (AF) B & D Industries Price Increases:

Projects OVER Sixty Thousand ($60,000.00)						
OO7	1	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**			
			Zone 1	$101.18	6.50%	**$107.76**
			Zone 2	$101.18	6.50%	**$107.76**
			Zone 3	$101.18	6.50%	**$107.76**
			Zone 4	$101.18	6.50%	**$107.76**
			Zone 5	$101.18	6.50%	**$107.76**
			Zone 6	$101.18	6.50%	**$107.76**
OO8	1	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**			
			Zone 1	$133.14	6.50%	**$141.79**
			Zone 2	$133.14	6.50%	**$141.79**
			Zone 3	$133.14	6.50%	**$141.79**
			Zone 4	$133.14	6.50%	**$141.79**
			Zone 5	$133.14	6.50%	**$141.79**
			Zone 6	$133.14	6.50%	**$141.79**
OO9	1	Hour	**Apprentice/Experienced - Worker, regular hours**			
			Zone 1	$79.88	6.50%	**$85.07**
			Zone 2	$79.88	6.50%	**$85.07**
			Zone 3	$79.88	6.50%	**$85.07**
			Zone 4	$79.88	6.50%	**$85.07**
			Zone 5	$79.88	6.50%	**$85.07**
			Zone 6	$79.88	6.50%	**$85.07**
O10	1	Hour	**Apprentice/Experienced - Worker, after hours**			
			Zone 1	$101.18	6.50%	**$107.76**
			Zone 2	$101.18	6.50%	**$107.76**
			Zone 3	$101.18	6.50%	**$107.76**
			Zone 4	$101.18	6.50%	**$107.76**
			Zone 5	$101.18	6.50%	**$107.76**
			Zone 6	$101.18	6.50%	**$107.76**
O11	1	Hour	**Laborer, regular hours worked**			
			Zone 1	$57.33	0.00%	**$57.33**
			Zone 2	$57.33	0.00%	**$57.33**
			Zone 3	$57.33	0.00%	**$57.33**
			Zone 4	$57.33	0.00%	**$57.33**
			Zone 5	$57.33	0.00%	**$57.33**
			Zone 6	$57.33	0.00%	**$57.33**
O12	1	Hour	**Laborer, after hours worked**			
			Zone 1	$72.97	0.00%	**$72.97**
			Zone 2	$72.97	0.00%	**$72.97**
			Zone 3	$72.97	0.00%	**$72.97**
			Zone 4	$72.97	0.00%	**$72.97**
			Zone 5	$72.97	0.00%	**$72.97**
			Zone 6	$72.97	0.00%	**$72.97**
O13	1	Hour	**Diagnosis, project estimates, troubleshooting**	$101.18	6.50%	**$107.75**
O14	1	%	**Percentage Off Retail For all Parts and Materials**			**No Change**
O15	1	Day	**Daily per diem rate for overnight stay as needed including dinner and breakfast per person**			**No Change**
O16	1	Mileage	**One way per mile cost, per vehicle**			**No Change**

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Vendor (AT) PC Automated Controls, Inc. Price Increases

Item	Approx. Quantity	Unit	Article and Description	Unit Price

Projects UNDER Sixty Thousand ($60,000.00)

1	1000	Hr.	**Journeyman/Foreman/Experienced Technician-Worker, regular hours**	Current Rates	**CPI-U unadjusted rate March 2025**	**Adjusted Rates**
			Zone 1	$ 121.00	2.40%	**$ 123.90**
			Zone 2	$ 121.00	2.40%	**$ 123.90**
			Zone 3	$ 121.00	2.40%	**$ 123.90**
			Zone 4	$ 121.00	2.40%	**$ 123.90**
			Zone 5	$ 121.00	2.40%	**$ 123.90**
			Zone 6	$ 121.00	2.40%	**$ 123.90**
2	1000	Hr.	**Journeyman/Foreman/Experienced Technician-Worker, after hours**			
			Zone 1	$ 181.50	2.40%	**$ 185.86**
			Zone 2	$ 181.50	2.40%	**$ 185.86**
			Zone 3	$ 181.50	2.40%	**$ 185.86**
			Zone 4	$ 181.50	2.40%	**$ 185.86**
			Zone 5	$ 181.50	2.40%	**$ 185.86**
			Zone 6	$ 181.50	2.40%	**$ 185.86**
3	1000	Hr.	**Apprentice/Experienced Worker, regular hours worked**			
			Zone 1	$ 86.00	2.40%	**$ 88.06**
			Zone 2	$ 86.00	2.40%	**$ 88.06**
			Zone 3	$ 86.00	2.40%	**$ 88.06**
			Zone 4	$ 86.00	2.40%	**$ 88.06**
			Zone 5	$ 86.00	2.40%	**$ 88.06**
			Zone 6	$ 86.00	2.40%	**$ 88.06**
4	1000	Hr.	**Apprentice/Experienced Worker, after hours worked**			
			Zone 1	$ 129.00	2.40%	**$ 132.10**
			Zone 2	$ 129.00	2.40%	**$ 132.10**
			Zone 3	$ 129.00	2.40%	**$ 132.10**
			Zone 4	$ 129.00	2.40%	**$ 132.10**
			Zone 5	$ 129.00	2.40%	**$ 132.10**
5	1000	Hr.	**Laborer, regular hours worked.**			
			Zone 1	$ 86.00	2.40%	**$ 88.06**
			Zone 2	$ 86.00	2.40%	**$ 88.06**
			Zone 3	$ 86.00	2.40%	**$ 88.06**
			Zone 4	$ 86.00	2.40%	**$ 88.06**
			Zone 5	$ 86.00	2.40%	**$ 88.06**
			Zone 6	$ 86.00	2.40%	**$ 88.06**

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6	1000	Hr.	**Laborer, after hours worked**				
			Zone 1	$	129.00	2.40%	**$ 132.10**
			Zone 2	$	129.00	2.40%	**$ 132.10**
			Zone 3	$	129.00	2.40%	**$ 132.10**
			Zone 4	$	129.00	2.40%	**$ 132.10**
			Zone 5	$	129.00	2.40%	**$ 132.10**
			Zone 6	$	129.00	2.40%	**$ 132.10**

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

7	1000	Hr.	**Journeyman/Foreman/Experienced Technician-Worker, regular hours**				
			Zone 1	$	150.00	2.40%	**$ 153.60**
			Zone 2	$	150.00	2.40%	**$ 153.60**
			Zone 3	$	150.00	2.40%	**$ 153.60**
			Zone 4	$	150.00	2.40%	**$ 153.60**
			Zone 5	$	150.00	2.40%	**$ 153.60**
			Zone 6	$	150.00	2.40%	**$ 153.60**

8	**1000**	**Hr.**	**Journeyman/Foreman/Experienced Technician-Worker, after hours**				
			Zone 1	$	225.00	2.40%	**$ 230.40**
			Zone 2	$	225.00	2.40%	**$ 230.40**
			Zone 3	$	225.00	2.40%	**$ 230.40**
			Zone 4	$	225.00	2.40%	**$ 230.40**
			Zone 5	$	225.00	2.40%	**$ 230.40**
			Zone 6	$	225.00	2.40%	**$ 230.40**

9	**1000**	**Hr.**	**Apprentice/Experienced Worker, regular hours worked**				
			Zone 1	$	86.00	2.40%	**$ 88.06**
			Zone 2	$	86.00	2.40%	**$ 88.06**
			Zone 3	$	86.00	2.40%	**$ 88.06**
			Zone 4	$	86.00	2.40%	**$ 88.06**
			Zone 5	$	86.00	2.40%	**$ 88.06**
			Zone 6	$	86.00	2.40%	**$ 88.06**

10	**1000**	**Hr.**	**Apprentice/Experienced Worker, after hours worked**				
			Zone 1	$	129.00	2.40%	**$ 132.10**
			Zone 2	$	129.00	2.40%	**$ 132.10**
			Zone 3	$	129.00	2.40%	**$ 132.10**
			Zone 4	$	129.00	2.40%	**$ 132.10**
			Zone 5	$	129.00	2.40%	**$ 132.10**
			Zone 6	$	129.00	2.40%	**$ 132.10**

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11	1000	Hr.	**Laborer, regular hours worked**				
			Zone 1	$	86.00	2.40%	**$ 88.06**
			Zone 2	$	86.00	2.40%	**$ 88.06**
			Zone 3	$	86.00	2.40%	**$ 88.06**
			Zone 4	$	86.00	2.40%	**$ 88.06**
			Zone 5	$	86.00	2.40%	**$ 88.06**
			Zone 6	$	86.00	2.40%	**$ 88.06**

12	1000	Hr.	**Laborer, after hours worked**				
			Zone 1	$	129.00	2.40%	**$ 132.10**
			Zone 2	$	129.00	2.40%	**$ 132.10**
			Zone 3	$	129.00	2.40%	**$ 132.10**
			Zone 4	$	129.00	2.40%	**$ 132.10**
			Zone 5	$	129.00	2.40%	**$ 132.10**
			Zone 6	$	129.00	2.40%	**$ 132.10**

13	1000	Hr.	**Diagnosis, project estimates, troubleshooting**	$94

14	1	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	10%
15	100	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person	$195
16	1000	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$1.49
			Physical Address: 4239 Balloon Park Albuquerque, NM 87109	
			Company Name: PC Automated Controls, Inc.	
			Address: 4239 Balloon Park	
			City: Albuquerque	
			Zip: 87109	

Certificate Of Completion

Envelope Id: 69024C2E-4E92-4CB7-A85A-BB65FD2C1C35
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Karen Wisdom
1100 S Saint Francis Dr
Santa Fe, NM 87502
karen.wisdom@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
5/9/2025 10:53:41 AM
Holder: Karen Wisdom
karen.wisdom@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/9/2025 10:57:29 AM Resent: 5/13/2025 3:14:34 PM Viewed: 5/13/2025 3:17:17 PM Signed: 5/13/2025 3:17:51 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
Karen Wisdom karen.wisdom@gsd.nm.gov Executive Procurement Officer New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/13/2025 3:17:53 PM Viewed: 5/13/2025 3:18:38 PM Signed: 5/13/2025 3:18:43 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/13/2025 3:18:45 PM Viewed: 5/14/2025 7:31:09 AM Signed: 5/14/2025 7:31:18 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/9/2025 10:57:29 AM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Certified Delivered	Security Checked	5/14/2025 7:31:09 AM
Signing Complete	Security Checked	5/14/2025 7:31:18 AM
Completed	Security Checked	5/14/2025 7:31:18 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number: **30-00000-23-00084**

Amendment No.: **Three**

Term: **July 5, 2023 - July 4, 2025**

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

Invoice:
As Requested

MJ

Procurement Specialist: **Mikayla Trujillo**

Telephone No.: **(505) 469-1092**

Email: **Mikayla.Trujillo@gsd.nm.gov**

Title: **HVAC and Plumbing Services - Statewide**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Vendor (AF) B & D Industries Price Increases

Item	Unit	Description	Current Rate	New Rate
001	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
002	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.13**
		Zone 2	$125.00	**$133.13**
		Zone 3	$125.00	**$133.13**
		Zone 4	$125.00	**$133.13**
		Zone 5	$125.00	**$133.13**
		Zone 6	$125.00	**$133.13**
003	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$70.00	**$74.55**
		Zone 2	$70.00	**$74.55**
		Zone 3	$70.00	**$74.55**
		Zone 4	$70.00	**$74.55**
		Zone 5	$70.00	**$74.55**
		Zone 6	$70.00	**$74.55**
004	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$90.00	**$95.86**
		Zone 2	$90.00	**$95.86**
		Zone 3	$90.00	**$95.86**
		Zone 4	$90.00	**$95.86**
		Zone 5	$90.00	**$95.86**
		Zone 6	$90.00	**$95.86**
005	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
006	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Projects OVER Sixty Thousand ($60,000.00)		
007	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
008	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.14**
		Zone 2	$125.00	**$133.14**
		Zone 3	$125.00	**$133.14**
		Zone 4	$125.00	**$133.14**
		Zone 5	$125.00	**$133.14**
		Zone 6	$125.00	**$133.14**
009	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$75.00	**$79.88**
		Zone 2	$75.00	**$79.88**
		Zone 3	$75.00	**$79.88**
		Zone 4	$75.00	**$79.88**
		Zone 5	$75.00	**$79.88**
		Zone 6	$75.00	**$79.88**
010	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
011	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
012	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**
013	Hour	**Diagnosis, project estimates, troubleshooting**	$95.00	**$101.18**
014	%	**Percentage Off Retail For all Parts and Materials**	0%	**No Change**
015	Day	**Daily per diem rate for overnight stay as needed including dinner and breakfast per person**	$150.00	**No Change**
016	Mileage	**One way per mile cost, per vehicle**	$0.62	**No Change**

DocuSign

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230
Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003
Source Envelope:
Document Pages: 4
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Mikayla Trujillo
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/3/2024 2:33:50 PM
Holder: Mikayla Trujillo
mikayla.trujillo@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/28/2024 7:02:43 AM ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0	 Signature Adoption: Pre-selected Style Using IP Address: 68.84.148.80	Sent: 7/3/2024 2:36:05 PM Viewed: 7/5/2024 10:24:43 AM Signed: 7/5/2024 10:30:36 AM
Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/5/2024 10:30:37 AM Viewed: 7/8/2024 8:07:48 AM Signed: 7/8/2024 8:07:51 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/8/2024 8:07:54 AM Viewed: 7/8/2024 9:08:12 AM Signed: 7/8/2024 9:08:16 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

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

DocuSign Envelope ID: 219483E9-30F2-4A0E-A46B-19CFFEAF7AB0

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BA) 0000050920
TLC Company, Inc.
dba: TLC Plumbing and Utility
5000 Edith Blvd. NE
Albuquerque NM 87107-4125

Email: jblaschke@tlcplumbing.com
Telephone No. 505-761-9696

Number**: 30-00000-23-00084**

Amendment No.**: Two**

Term**: July 5, 2023 thru July 4, 2024**

JO

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

Invoice: As requested

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**: HVAC and Plumbing Services-Statewide**

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

The information for Vendor (AU) TLC Plumbing & Utility is updated as shown below:

Update Vendor Information

From:	**To:**
(AU) 0000116994	(BA) 0000050920
TLC Plumbing & Utility	TLC Company, Inc.
dba TLC Plumbing & Utility	DBA:TLC Plumbing and Utility
5000 Edith Blvd. NE	5000 Edith BLVD NE
Albuquerque, NM 87107	Albuquerque, NM 87107-4125
Email: jblaschke@tlcplumbing.com	Email: jblaschke@tlcplumbing.com
Phone: (505) 761-9696	Phone: (505) 761-9696

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 9/7/2023

Dorothy Mendonca, New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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

MM

DocuSign

Certificate Of Completion

Envelope Id: 219483E930F24A0EA46B19CFFEAF7AB0
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
Holder: James Ortega
Location: DocuSign
9/7/2023 3:15:00 PM
james.ortega@gsd.nm.gov
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez Natalie.Martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/7/2023 3:18:03 PM Viewed: 9/7/2023 3:18:39 PM Signed: 9/7/2023 3:18:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/7/2023 3:18:49 PM Viewed: 9/7/2023 3:19:14 PM Signed: 9/7/2023 3:19:21 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.212.236 Signed using mobile	Sent: 9/7/2023 3:19:22 PM Viewed: 9/7/2023 3:22:24 PM Signed: 9/7/2023 3:22:47 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/7/2023 3:18:03 PM
Certified Delivered	Security Checked	9/7/2023 3:22:24 PM
Signing Complete	Security Checked	9/7/2023 3:22:47 PM
Completed	Security Checked	9/7/2023 3:22:47 PM

Payment Events	Status	Timestamps

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

DocuSign Envelope ID: 63EE4EAF-2100-47CE-B4B2-270FAA86F6E1

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
26 Vendors – See Page 6

Number: **30-00000-23-00084**

Amendment No.: **One**

Term: **July 5, 2023 thru July 4, 2024**

JO

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

Invoice:

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **James.Ortega@gsd.nm.gov**

Title: **HVAC and Plumbing Services-Statewide**

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

This amendment is issued to reflect the following effective immediately: The SHARE vendor numbers for the following vendors have been activated:
(AB) 0000163658 Scott Singletary dba Air Care New Mexico, LLC.,
(AM) 0000174680, Valerie Grubbs, dba Integrity Heating and Cooling LLC.
(AO) 0000046321 JB Henderson Construction Company
(AP) 0000166933 Kenneth McDowell, dba McDowell Mechanical, LLC
(AR) 0000137241 Mosark, LLC
(AY) 0000091459 Yei Rogers dba Wizer Electric LLC.

The SHARE ID number for vendor (AZ-1) 0000046206 Yearout Mechanical Inc. dba Welch's Boiler Service, LLC has been corrected.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/9/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 63EE4EAF-2100-47CE-B4B2-270FAA86F6E1

(AB) 0000163658
Scott Singletary
Air Care New Mexico, LLC
dba Air Care New Mexico
5445 Edith Blvd NE Suite E
Albuquerque, NM 87107
505-595-2273
kayla@aircarenm.com

(AM) 0000174680
Valerie Grubbs
Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
505-61-2209
admin@integrity-heatingandcooling.com

(AO) 0000046321
JB Henderson Construction Company, Inc.
PO Box 53176
Albuquerque, NM 87153-3176
505-975-1465
jeichhorst@jbhenderson.com

(AP) 0000166933
Kenneth McDowell
McDowell Mechanical, LLC
PO Box 6771
Santa Fe NM 87502
505-204-9855
mcdowellmechanicalsf@gmail.com

(AR) 0000137241
Mosark, LLC
35257 Hwy 87
Raton, NM 87740
575-447-1709
mosarkllc@outlook.com

(AY) 0000091459
Yei Rogers
Wizer Electric LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
505-304-7752
sam@wizerelectric.com

(AZ-1) 0000046206
Yearout Mechanical Inc.
dba Welch's Boiler Service, LLC
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
rrodriguez@yearout.com

Certificate Of Completion

Envelope Id: 63EE4EAF210047CEB4B2270FAA86F6E1
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
8/9/2023 2:20:48 PM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/9/2023 2:22:52 PM Viewed: 8/9/2023 2:30:01 PM Signed: 8/9/2023 2:30:24 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/9/2023 2:30:25 PM Viewed: 8/9/2023 3:06:37 PM Signed: 8/9/2023 3:06:41 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.231.16.32 Signed using mobile	Sent: 8/9/2023 3:06:42 PM Viewed: 8/9/2023 3:25:36 PM Signed: 8/9/2023 3:25:57 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2023 2:22:52 PM
Certified Delivered	Security Checked	8/9/2023 3:25:36 PM
Signing Complete	Security Checked	8/9/2023 3:25:57 PM
Completed	Security Checked	8/9/2023 3:25:57 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

DocuSign Envelope ID: 86BB2A52-EADA-4096-97C8-3BEF0D8A6B40

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
26 Vendors – See Page 6

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **30-00000-23-00084**

Payment Terms**:** **See Page 6**

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

Delivery**:** **See Page 6**

JO

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **James.Ortega@gsd.nm.gov**

Title**:** **HVAC and Plumbing Services-Statewide**

Term**:** **July 5, 2023 thru July 4, 2024**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 7/5/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average

of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such

material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors:

(AA) 0000051142
A-Plus Plumbing & Heating Inc.
PO Box 9717
Santa Fe, NM 87504
505-470-6162
aplusespanola@yahoo.com

Payment Term: 30 Days

Delivery: 502 Calle Ben Vigil, Espanola, NM 87532

(AB) Not in SHARE
Air Care New Mexico, LLC
dba Air Care New Mexico
5445 Edith Blvd NE Suite E
Albuquerque, NM 87107
505-595-2273
kayla@aircarenm.com

Payment Term: Net 30

Delivery: As requested, as often as we can meet the demand

(AC) 0000054601
Anchorbuilt, Inc
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Payment Term: Net 30

Delivery: As Requested

(AD) 0000138545
Aria, Inc.
dba Cartwright's Plumbing and HVAC
PO Box 16371
Santa Fe, NM 87592
505-982-2511
rr.cartwright@rrsc.com

Payment Term: Net 30

Delivery: 1360 Vegas Verdes Ste B
Santa Fe NM 87507

(AE) 0000046656
Automated Control Systems, Inc.
5801-B McLeod NE
Albuquerque, NM 87109
505-881-7070
bel@acsionline.com
bjf@acsionline.com

Payment Term: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
newwojob@banddindustries.com

Payment Term: Net 30

Delivery: F.O.B. Destination

(AG) 0000049957
CAC, Inc.
610 Industrial Ave. NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net
service@cacinc.net

Payment Term: Net 30

Delivery: F.O.B. Destination

(AH) 0000108425
Comfort Systems USA Southwest, Inc.
6875 W Galveston St
Chandler, AZ 85226
(505) 856-9250
steve.adams@comfortsystemsusa.com
brian.ruffner@comfortsystemsusa.com
CAMAZ@comfortsystemsusa.com

Payment Term: Net 30

Delivery: FOB Destination

(AI) 0000046874
Conti Energy Control
6417 Center Drive
Sterling Heights, MI 48312
505-890-2888
nmpo@conticorporation.com
scott.stevens@conticorporation.com
nmservice@conticorporation.com

Payment Term: Net 30

Delivery: As Requested

(AJ) 0000046669
Donner Plumbing & Heating, Inc.
107 Candelaria Rd NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com
aknight@donnerplumbing.com
kdonner@donnerplumbing.com
rlobb@donnerplumbing.com

Payment Term: Net 30

Delivery: As requested, FOB Destination

(AK) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams St NE
Albuquerque, NM 87113
505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30

Delivery: Destination as requested, FOB Destination

(AL) 0000098448
Hausermann Mechanical LLC
3100 Richmond Dr NE
Albuquerque, NM 87107
505-200-0650
jhausermann@comcast.com

Payment Term: Net 30

Delivery: Destination as requested

(AM) Not in SHARE
Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
505-61-2209
admin@integrity-heatingandcooling.com

Payment Term: Net 30

Delivery: As Requested

(AN) 0000051254
J.D. Zentz Inc.
4020 Peggy Rd Se Ste M1
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com
lorriedodge1@aol.com

Payment Term: net 30

Delivery: As Requested

(AO) Not in SHARE
JB Henderson Construction Company, Inc.
PO Box 53176
Albuquerque, NM 87153-3176
505-975-1465
jeichhorst@jbhenderson.com

Payment Term: Net 30

Delivery: As Requested

(AP) Not in SHARE
McDowell Mechanical, LLC
PO Box 6771
Santa Fe NM 87502
505-204-9855
mcdowellmechanicalsf@gmail.com

Payment Term: Net 30

Delivery: As Requested

(AQ) 0000054038
Mechanical Systems, Inc.
420 Martinez Lane NE
Albuquerque, NM 87107
505-345-0947
msinc34@msincnm.com

Payment Term: Net 30

Delivery: Normal service is usually 2-3 business days. Overtime service requests start same day from 5pm-8pm or when a technician finishes their. normal service schedule and becomes available Normal service is usually 2-3 business days.

(AR) Not in SHARE
Mosark, LLC
35257 Hwy 87
Raton, NM 87740
575-447-1709
mosarkllc@outlook.com

Payment Term: Net 30

Delivery: AS REQUESTED

(AS) 0000009419
ORCOM, a Division of Ortega Companies, Inc.
PO Box 605
Peralta, NM 87042
505-865-7401 ext 403
505-480-5852
billy@orcominc.com
rosanna@orcominc.com
del@orcominc.com

Payment Term: Net 30

Delivery: As Requested

(AT) 0000043952
PC Automated Controls, Inc.
4239 Balloon Park
Albuquerque, NM 87109
505-895-9040
blinzey@pcautomatedcontrols.com

Payment Term: Net 30

Delivery: As requested and depending on manufacturer lead times.

(AU) 0000116994
TLC Plumbing & Utility
dba TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jblaschke@tlcplumbing.com

Payment Term: Net 30

Delivery: As requested

(AV) 0000011132

Trane US Inc.
PO Box 98167
Chicago, IL 60693
505-681-1899
msfafard@trane.com

Payment Term: Net 30

Delivery: 5501 San Diego Ave NE Albuquerque, NM

(AW) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Payment Term: Net 30

Delivery: As Requested

(AX) 0000052947
Western Mechanical Co.
dba Western Mechanicl HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Payment Term: 30 days

Delivery: email through portal

(AY) Not in SHARE
Wizer Electric LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
505-304-7752
sam@wizerelectric.com

Payment Term: Net 30

Delivery: As Requested

(AZ) 0000086970
Yearout Mechanical Inc.
dba Welch's Boiler Service, LLC
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
rrodriguez@yearout.com

Payment Term: Net 30

Delivery: F.O. B. Destination (as requested)

SPECIFICATIONS:
The State of New Mexico wishes to establish a Statewide Price Agreement for on-call miscellaneous heating, ventilating and air conditioning work; for boilers and water heating equipment; for controls; and work related to these systems, and for plumbing work throughout the entire state of New Mexico

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

There will be multiple Contractors awarded as a result of this solicitation.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If job requires more than one visit Contractor must have justification and prior approval from the using agency. Mileage will be based by mapquest.com.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor's New Mexico license no.: _____

Contractor's classification no.: _____

State tax identification no.: _____

Public Works Registration Number*: _____

*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a bid for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. FMD or the using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed by this Contractor. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting State Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the State.

The using agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

For questions contact Clarke Fountain, State Purchasing Division, at (505) 827-0487.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors may be capable of providing all new, upgrades or repairs to the existing mechanical service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and state mechanical and plumbing codes.

The work may include all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing HVAC systems. This may include any upgrades, replacements or new installations of equipment curbs, roof patching, concrete pads, screen walls, and associated ductwork.

The work may include all preparation work needed to properly install new HVAC work or to repair or upgrade the existing HVAC systems. Work to include, but not limited to installation of new or relocation of existing diffusers, grilles and registers; installation of all new or relocation of existing vents, flues, make-up and outside air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of supply and return air ducts; installation of new or relocation of existing heating and/or cooling units; and similar, related HVAC work. Work to include balancing of HVAC systems, including heat loss/ heat gain calculations needed to provide the CFM deliveries for the areas served by the HVAC system. Work may also include the installation of concrete pads and surrounding walls for the equipment as well as trenching. Work may include proper weather seal and restoration to exterior duct work and equipment connections. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Any plumbing or electrical support to make the systems function will be included.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards, if possible.

This Contractor may also be capable of providing all new, upgrades or repairs to the existing plumbing/ gas service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and State plumbing codes.

The work may include all preparation work needed to properly install the new plumbing work. Work to include, but not limited to: installation of new plumbing fixtures, water heaters, electric water coolers, sanitizing of existing water

lines, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems and any other plumbing related work including natural gas work. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Trenching for exterior lines is included as well as patching/paving of roads, buildings and sidewalks that have been demolished in the process of the construction. All work shall be according to current applicable State and National codes. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts, and is outside the scope of the work of this Price Agreement unless the Agency wishes to have the Contractor subcontract this work.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid. The appropriate license from the State of New Mexico Construction Industries Division.

Furnishing of submittal data for any/all new equipment as well as O&M's when either/or are required, and deemed necessary for the facility. Training of site personnel for the proper operation of newly installed equipment and related controls of this equipment will be performed and required for completion. This also applies to any/all control systems pertaining to HVAC equipment. This training will be acceptable to the person in charge of the facility and/or the State's Project manager in charge of the project.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractors work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards. Any work involving disconnect or Switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

SAFETY shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with him at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering the applicable refrigerant. The Contractor/subcontractor will assume responsibility for all EPA fines including those attributable to the Using Agency if the Contactor/subcontractor is found to be illegally, intentionally, or accidently releasing any regulated refrigerant. Prior to working on any regulated refrigerant-containing equipment, the Contractor/subcontractor shall provide a written statement certifying that they will use EPA-certified refrigerant recovery and recycling equipment when applicable.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid under this Price Agreement.

Request for Quote (RFQ):

Each project under this contract will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted response to the RFQ. Any change orders to the project scope will require an additional RFQ with backup materials and labor costs.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of eight percent markup for administrative costs. Overall markup for General Conditions which includes Project Management, home office overhead, and other off site expenses will be limited to a maximum of ten percent. Actual site expenses such as temporary toilets, fencing, scaffolding, equipment rental, dumpsters and other preapproved expenses will be allowed on a project by project basis.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements to the awarded Contractor. Specialty services provided from other Statewide Price Agreements shall be coordinated by the Contractor.

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If the equipment cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for the model, size and type of unit recommended along with relevant efficiency data. The Using Agency's standards will be discussed and taken into consideration when proposing replacement units.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state.

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the user agency's property, will be prosecuted.

State/ Using Agency's obligations:

- When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Using Agency shall provide periodic or random inspections of its projects. Using agencies shall be responsible for providing its inspections, the taking of any progress photographs of the work and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to insure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Any Agency or local public body wishing to utilize this Statewide Price Agreement for services shall:

- **For an amount less than sixty thousand ($60,000), issue a purchase order to the vendor.**
- **For an amount greater than sixty thousand ($60,000), the using entity shall enter into a General Construction Contract, using the Sample Contract Attached to this Agreement, identifying the scope of work, terms and conditions pertaining to the specific project pursuant to the SWPA, Time of Commencement and Substantial Completion and Contract Sum.**

OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Agreement.

Change Orders (CO) by Purchase Order:
The need for any modifications, for additional work or for credit for work not performed, shall be accomplished and approved in advance by the contracting officer of the Using Agency by issuing a Change Order.

The RFQ may be amended by mutual agreement of the Using Agency and the Contractor upon written notice by either party to the other. Changes in the Work may be accomplished after execution of the Purchase Order, and without invalidating the original or all previous Purchase Orders, by another Purchase Order. Any material change in the Work or Time requires a Change Order that has been finalized by agreement by the Using Agency and based on final accepted proposal from the Contractor. The only time that a superintendent's labor costs can be added to a Change Order are if there is an resultant time extension involved as supported by the effect to the critical path of the project work. This is based on the assumption that the superintendent is onsite for the project duration.

If the Agencies propose to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the notice, have the option to terminate the Project or to agree to the reduced funding.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If this Purchase Order is for the purchase of services, the following terms shall apply when applicable:

A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
B. The Contractor shall provide and maintain an inspection system acceptable to the

Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.

C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and

(2) reduce the Purchase Order price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or

(2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT .

Suspension, Delay or Interruption of Work:

The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine. The Purchase Order sum and time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the Purchase Order sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Purchase Order remedy. Any change in Total Compensation must be reflected in another Purchase Order executed.

Time Extension Costs:

Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's

refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:

1. report date and who prepared the report;

2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment - type, source, units of work done, location of work, hour meter reading;
5. material brought to site - description, units, quantity, quality, location, time;
6. visitors to site - name, company, time;
7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:
The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punchlist of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. If applicable, testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. If applicable, one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
f. delivery of all warranties required by the Work;
g. If applicable, all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. utility transfer to User/Using Agency;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:
The Contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance for new installations. The Contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliances and related work for ninety (90) days from the date of acceptance of repair, restoration, replacement or upgrade work for existing systems. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied.

Payment Provisions:
Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted

in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel as follows:

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project OR graduate of a post-high school HVAC/R program of instruction of two (2) or more years in duration or equivalent; demonstrated record of HVAC/R related continuing education and training and five (5) or more years of actual work experience as a service and/or installation technician in the mechanical equipment/systems, HVAC and refrigeration service and maintenance industry. An experienced plumber may fit this category.

Apprentice: a person with substantial experience in this field of work, but is not yet deemed to be a journeyman. (If the contractor does not employ any Apprentices, that item does not need to be filled in).

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then 100 miles will be subtracted in order to compute the allowable daily trip mileage for each project.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones.

Zone ONE: San Juan, McKinley counties

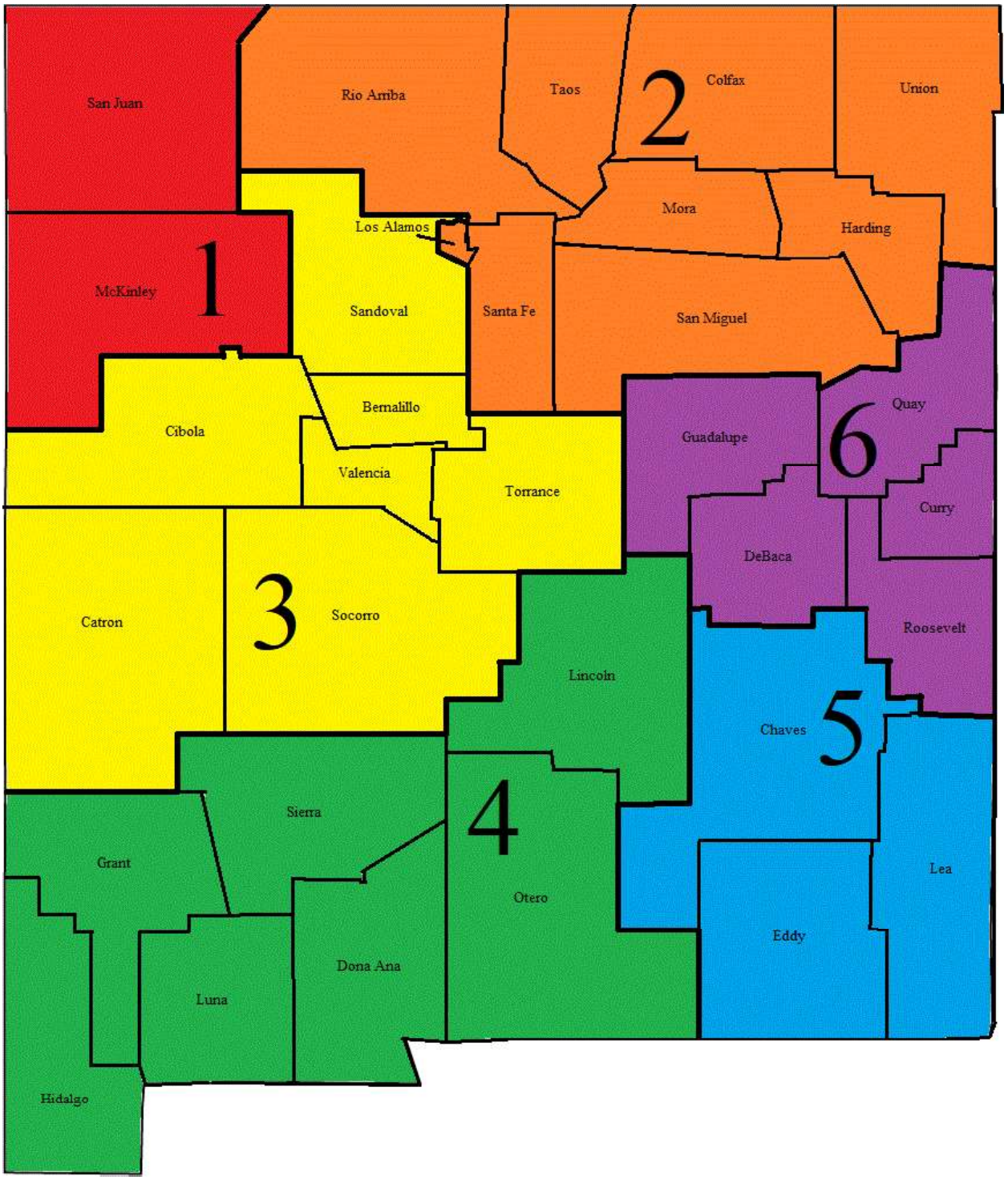
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

If the Contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products and services. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***No*** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Specific, demonstrable evidence of increase requested


San Juan
Rio Arriba
Taos
2
Colfax
Union
Mora
Harding
Los Alamos
1
McKinley
Sandoval
Santa Fe
San Miguel
Bernalillo
Cibola
Guadalupe
6
Quay
Valencia
Torrance
Curry
DeBaca
Catron
3
Socorro
Roosevelt
Lincoln
Chaves
5
Sierra
4
Grant
Otero
Lea
Eddy
Dona Ana
Luna
Hidalgo

ITEMS:

Projects UNDER Sixty Thousand ($60,000.00)						
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
1	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	No Bid	No Bid	$73.00
			Zone 2	$100.00	No Bid	$73.00
			Zone 3	No Bid	$75.00	$73.00
			Zone 4	No Bid	No Bid	$73.00
			Zone 5	No Bid	No Bid	$73.00
			Zone 6	No Bid	No Bid	$73.00
Item	**Approx Qty**	**Unit**	**Description**			
2	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	**(AA)**	**(AB)**	**(AC)**
			Zone 1	No Bid	No Bid	$90.00
			Zone 2	$150.00	No Bid	$90.00
			Zone 3	No Bid	$105.00	$90.00
			Zone 4	No Bid	No Bid	$90.00
			Zone 5	No Bid	No Bid	$90.00
			Zone 6	No Bid	No Bid	$90.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
3	**1**	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	No Bid	No Bid	$45.00
			Zone 2	$80.00	No Bid	$45.00
			Zone 3	No Bid	No Bid	$45.00
			Zone 4	No Bid	No Bid	$45.00
			Zone 5	No Bid	No Bid	$45.00
			Zone 6	No Bid	No Bid	$45.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
4	**1**	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	No Bid	No Bid	$65.00
			Zone 2	$120.00	No Bid	$65.00
			Zone 3	No Bid	No Bid	$65.00
			Zone 4	No Bid	No Bid	$65.00
			Zone 5	No Bid	No Bid	$65.00
			Zone 6	No Bid	No Bid	$65.00

Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
5	1	Hour	Laborer, regular hours worked				
				Zone 1	No Bid	No Bid	$40.00
				Zone 2	$35.00	No Bid	$40.00
				Zone 3	No Bid	No Bid	$40.00
				Zone 4	No Bid	No Bid	$40.00
				Zone 5	No Bid	No Bid	$40.00
				Zone 6	No Bid	No Bid	$40.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
6	1	Hour	Laborer, after hours worked				
				Zone 1	No Bid	No Bid	$60.00
				Zone 2	$52.50	No Bid	$60.00
				Zone 3	No Bid	No Bid	$60.00
				Zone 4	No Bid	No Bid	$60.00
				Zone 5	No Bid	No Bid	$60.00
				Zone 6	No Bid	No Bid	$60.00
Projects OVER Sixty Thousand ($60,000.00)							
Item	Approx Qty	Unit	Description				
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours		(AA)	(AB)	(AC)
				Zone 1	No Bid	No Bid	$75.00
				Zone 2	$100.00	No Bid	$75.00
				Zone 3	No Bid	No Bid	$75.00
				Zone 4	No Bid	No Bid	$75.00
				Zone 5	No Bid	No Bid	$75.00
				Zone 6	No Bid	No Bid	$75.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	No Bid	No Bid	$85.00
				Zone 2	$150.00	No Bid	$85.00
				Zone 3	No Bid	No Bid	$85.00
				Zone 4	No Bid	No Bid	$85.00
				Zone 5	No Bid	No Bid	$85.00
				Zone 6	No Bid	No Bid	$85.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				

			Zone 1	No Bid	No Bid	$50.00
			Zone 2	$80.00	No Bid	$50.00
			Zone 3	No Bid	No Bid	$50.00
			Zone 4	No Bid	No Bid	$50.00
			Zone 5	No Bid	No Bid	$50.00
			Zone 6	No Bid	No Bid	$50.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
10	**1**	**Hour**	Apprentice/Experienced Worker, after hours worked			
			Zone 1	No Bid	No Bid	$65.00
			Zone 2	$120.00	No Bid	$65.00
			Zone 3	No Bid	No Bid	$65.00
			Zone 4	No Bid	No Bid	$65.00
			Zone 5	No Bid	No Bid	$65.00
			Zone 6	No Bid	No Bid	$65.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
11	**1**	**Hour**	Laborer, regular hours worked			
			Zone 1	No Bid	No Bid	$40.00
			Zone 2	$35.00	No Bid	$40.00
			Zone 3	No Bid	No Bid	$40.00
			Zone 4	No Bid	No Bid	$40.00
			Zone 5	No Bid	No Bid	$40.00
			Zone 6	No Bid	No Bid	$40.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
12	**1**	**Hour**	Laborer, after hours worked			
			Zone 1	No Bid	No Bid	$50.00
			Zone 2	$52.50	No Bid	$50.00
			Zone 3	No Bid	No Bid	$50.00
			Zone 4	No Bid	No Bid	$50.00
			Zone 5	No Bid	No Bid	$50.00
			Zone 6	No Bid	No Bid	$50.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
13	**1**	**Hour**	Diagnosis, project estimates, troubleshooting	$150.00	No Bid	$79.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
14	**1**	**%**	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	5%	0%

Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	$200.00	$30.00	$185.00
Item	**Approx Qty**	**Unit**	**Description**	**(AA)**	**(AB)**	**(AC)**
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$1.50	$1.00	$1.25
Projects UNDER Sixty Thousand ($60,000.00)						
Item	**Approx Qty**	**Unit**	**Description**	**(AD)**	**(AE)**	**(AF)**
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$138.00	$136.75	$95.00
			Zone 2	$108.00	$136.75	$95.00
			Zone 3	$138.00	$111.75	$95.00
			Zone 4	No Bid	$143.00	$95.00
			Zone 5	No Bid	$149.25	$95.00
			Zone 6	$138.00	$143.00	$95.00
Item	**Approx Qty**	**Unit**	**Description**			
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	**(AD)**	**(AE)**	**(AF)**
			Zone 1	$187.00	$173.35	$125.00
			Zone 2	$172.00	$173.35	$125.00
			Zone 3	$187.00	$148.35	$125.00
			Zone 4	No Bid	$179.60	$125.00
			Zone 5	No Bid	$185.85	$125.00
			Zone 6	$187.00	$179.60	$125.00
Item	**Approx Qty**	**Unit**	**Description**	**(AD)**	**(AE)**	**(AF)**
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	$84.00	$109.40	$70.00
			Zone 2	$79.00	$109.40	$70.00
			Zone 3	$84.00	$89.40	$70.00
			Zone 4	No Bid	$114.40	$70.00
			Zone 5	No Bid	$119.40	$70.00
			Zone 6	$84.00	$114.40	$70.00

Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
4	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	$138.00	$138.68	$90.00
				Zone 2	$130.00	$138.68	$90.00
				Zone 3	$138.00	$118.68	$90.00
				Zone 4	No Bid	$143.68	$90.00
				Zone 5	No Bid	$148.68	$90.00
				Zone 6	$138.00	$143.68	$90.00
Item	**Approx Qty**	**Unit**	**Description**		**(AD)**	**(AE)**	**(AF)**
5	1	Hour	Laborer, regular hours worked				
				Zone 1	$82.00	$88.89	$55.00
				Zone 2	$79.00	$88.89	$55.00
				Zone 3	$82.00	$72.64	$55.00
				Zone 4	No Bid	$92.95	$55.00
				Zone 5	No Bid	$97.02	$55.00
				Zone 6	$82.00	$92.95	$55.00
Item	**Approx Qty**	**Unit**	**Description**		**(AD)**	**(AE)**	**(AF)**
6	1	Hour	Laborer, after hours worked				
				Zone 1	$132.00	$112.68	$70.00
				Zone 2	$129.00	$112.68	$70.00
				Zone 3	$132.00	$96.43	$70.00
				Zone 4	No Bid	$116.74	$70.00
				Zone 5	No Bid	$120.81	$70.00
				Zone 6	$132.00	$116.74	$70.00
Projects OVER Sixty Thousand ($60,000.00)							
Item	**Approx Qty**	**Unit**	**Description**				
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours		**(AD)**	**(AE)**	**(AF)**
				Zone 1	$138.00	$136.75	$95.00
				Zone 2	$128.00	$136.75	$95.00
				Zone 3	$138.00	$111.75	$95.00
				Zone 4	No Bid	$143.00	$95.00
				Zone 5	No Bid	$149.25	$95.00
				Zone 6	$138.00	$143.00	$95.00

Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	$207.00	$173.35	$125.00
				Zone 2	$192.00	$173.35	$125.00
				Zone 3	$207.00	$148.35	$125.00
				Zone 4	No Bid	$179.60	$125.00
				Zone 5	No Bid	$185.85	$125.00
				Zone 6	$207.00	$179.60	$125.00
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
				Zone 1	$104.00	$109.40	$75.00
				Zone 2	$99.00	$109.40	$75.00
				Zone 3	$104.00	$89.40	$75.00
				Zone 4	No Bid	$114.40	$75.00
				Zone 5	No Bid	$119.40	$75.00
				Zone 6	$104.00	$114.40	$75.00
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	$158.00	$138.68	$95.00
				Zone 2	$150.00	$138.68	$95.00
				Zone 3	$158.00	$118.68	$95.00
				Zone 4	No Bid	$143.68	$95.00
				Zone 5	No Bid	$148.68	$95.00
				Zone 6	$158.00	$143.68	$95.00
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
11	1	Hour	Laborer, regular hours worked				
				Zone 1	$102.00	$88.89	$55.00
				Zone 2	$99.00	$88.89	$55.00
				Zone 3	$102.00	$72.64	$55.00
				Zone 4	No Bid	$92.95	$55.00
				Zone 5	No Bid	$97.02	$55.00
				Zone 6	$102.00	$92.95	$55.00

Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
12	1	Hour	Laborer, after hours worked			
			Zone 1	$152.00	$112.68	$70.00
			Zone 2	$149.00	$112.68	$70.00
			Zone 3	$152.00	$96.43	$70.00
			Zone 4	No Bid	$116.74	$70.00
			Zone 5	No Bid	$120.81	$70.00
			Zone 6	$152.00	$116.74	$70.00
Item	**Approx Qty**	**Unit**	**Description**	**(AD)**	**(AE)**	**(AF)**
13	1	Hour	Diagnosis, project estimates, troubleshooting	No Bid	$110.00	$95.00
Item	**Approx Qty**	**Unit**	**Description**	**(AD)**	**(AE)**	**(AF)**
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	0%
Item	**Approx Qty**	**Unit**	**Description**	**(AD)**	**(AE)**	**(AF)**
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	$160.00	$175.00	$150.00
Item	**Approx Qty**	**Unit**	**Description**	**(AD)**	**(AE)**	**(AF)**
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$0.95	$0.65	$0.62
Projects UNDER Sixty Thousand ($60,000.00)						
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$80.00	$125.00	$99.75
			Zone 2	$80.00	$125.00	$99.75
			Zone 3	$80.00	$125.00	$99.75
			Zone 4	$80.00	$125.00	$99.75
			Zone 5	$80.00	$125.00	$99.75
			Zone 6	$80.00	$125.00	$99.75

Item	Approx Qty	Unit	Description	(AG)	(AH)	(AI)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	$120.00	$187.50	$149.60
			Zone 2	$120.00	$187.50	$149.60
			Zone 3	$120.00	$187.50	$149.60
			Zone 4	$120.00	$187.50	$149.60
			Zone 5	$120.00	$187.50	$149.60
			Zone 6	$120.00	$187.50	$149.60
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	$80.00	$105.00	$77.90
			Zone 2	$80.00	$105.00	$77.90
			Zone 3	$80.00	$105.00	$77.90
			Zone 4	$80.00	$105.00	$77.90
			Zone 5	$80.00	$105.00	$77.90
			Zone 6	$80.00	$105.00	$77.90
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
4	1	Hour	Aprentice/Experienced Worker, after hours worked			
			Zone 1	$120.00	$157.50	$116.85
			Zone 2	$120.00	$157.50	$116.85
			Zone 3	$120.00	$157.50	$116.85
			Zone 4	$120.00	$157.50	$116.85
			Zone 5	$120.00	$157.50	$116.85
			Zone 6	$120.00	$157.50	$116.85
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
5	1	Hour	Laborer, regular hours worked			
			Zone 1	No Bid	$85.00	$62.70
			Zone 2	No Bid	$85.00	$62.70
			Zone 3	No Bid	$85.00	$62.70
			Zone 4	No Bid	$85.00	$62.70
			Zone 5	No Bid	$85.00	$62.70
			Zone 6	No Bid	$85.00	$62.70
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
6	1	Hour	Laborer, after hours worked			
			Zone 1	No Bid	$127.50	$94.00

			Zone 2	No Bid	$127.50	$94.00
			Zone 3	No Bid	$127.50	$94.00
			Zone 4	No Bid	$127.50	$94.00
			Zone 5	No Bid	$127.50	$94.00
			Zone 6	No Bid	$127.50	$94.00
Projects OVER Sixty Thousand ($60,000.00)						
Item	**Approx Qty**	**Unit**	**Description**			
7	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours	**(AG)**	**(AH)**	**(AI)**
			Zone 1	$88.00	$154.00	$99.75
			Zone 2	$88.00	$154.00	$99.75
			Zone 3	$88.00	$154.00	$99.75
			Zone 4	$88.00	$154.00	$99.75
			Zone 5	$88.00	$154.00	$99.75
			Zone 6	$88.00	$154.00	$99.75
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
8	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	$132.00	$231.00	$149.60
			Zone 2	$132.00	$231.00	$149.60
			Zone 3	$132.00	$231.00	$149.60
			Zone 4	$132.00	$231.00	$149.60
			Zone 5	$132.00	$231.00	$149.60
			Zone 6	$132.00	$231.00	$149.60
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
9	**1**	Hour	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	$88.00	$134.00	$77.90
			Zone 2	$88.00	$134.00	$77.90
			Zone 3	$88.00	$134.00	$77.90
			Zone 4	$88.00	$134.00	$77.90
			Zone 5	$88.00	$134.00	$77.90
			Zone 6	$88.00	$134.00	$77.90
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
10	**1**	**Hour**	Apprentice/Experienced Worker, after hours worked			
			Zone 1	$132.00	$201.00	$116.85
			Zone 2	$132.00	$201.00	$116.85
			Zone 3	$132.00	$201.00	$116.85

			Zone 4	$132.00	$201.00	$116.85
			Zone 5	$132.00	$201.00	$116.85
			Zone 6	$132.00	$201.00	$116.85
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
11	**1**	**Hour**	Laborer, regular hours worked			
			Zone 1	No Bid	$114.00	$62.70
			Zone 2	No Bid	$114.00	$62.70
			Zone 3	No Bid	$114.00	$62.70
			Zone 4	No Bid	$114.00	$62.70
			Zone 5	No Bid	$114.00	$62.70
			Zone 6	No Bid	$114.00	$62.70
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
12	**1**	**Hour**	Laborer, after hours worked			
			Zone 1	No Bid	$171.00	$94.00
			Zone 2	No Bid	$171.00	$94.00
			Zone 3	No Bid	$171.00	$94.00
			Zone 4	No Bid	$171.00	$94.00
			Zone 5	No Bid	$171.00	$94.00
			Zone 6	No Bid	$171.00	$94.00
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
13	**1**	**Hour**	Diagnosis, project estimates, troubleshooting	$80.00	$144.00	$99.75
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
14	**1**	**%**	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	0%
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
15	**1**	**Day**	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	$200.00	$300.00	$135.00
Item	**Approx Qty**	**Unit**	**Description**	**(AG)**	**(AH)**	**(AI)**
16	**1**	**Mileage**	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$0.90	$2.25	$0.625
	Projects UNDER Sixty Thousand ($60,000.00)					
Item	**Approx Qty**	**Unit**	**Description**	**(AJ)**	**(AK)**	**(AL)**
1	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			

			Zone 1	$115.00	$135.00	$98.00
			Zone 2	$115.00	$135.00	$98.00
			Zone 3	$115.00	$135.00	$98.00
			Zone 4	$115.00	$135.00	$98.00
			Zone 5	$115.00	$135.00	$98.00
			Zone 6	$115.00	$135.00	$98.00
Item	**Approx Qty**	**Unit**	**Description**			
2	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	**(AJ)**	**(AK)**	**(AL)**
			Zone 1	$172.50	$195.00	$129.00
			Zone 2	$172.50	$195.00	$129.00
			Zone 3	$172.50	$195.00	$129.00
			Zone 4	$172.50	$195.00	$129.00
			Zone 5	$172.50	$195.00	$129.00
			Zone 6	$172.50	$195.00	$129.00
Item	**Approx Qty**	**Unit**	**Description**	**(AJ)**	**(AK)**	**(AL)**
3	**1**	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	$70.00	$100.00	$75.00
			Zone 2	$70.00	$100.00	$75.00
			Zone 3	$70.00	$100.00	$75.00
			Zone 4	$70.00	$100.00	$75.00
			Zone 5	$70.00	$100.00	$75.00
			Zone 6	$70.00	$100.00	$75.00
Item	**Approx Qty**	**Unit**	**Description**	**(AJ)**	**(AK)**	**(AL)**
4	**1**	Hour	Aprentice/Experienced Worker, after hours worked			
			Zone 1	$105.00	$150.00	$98.00
			Zone 2	$105.00	$150.00	$98.00
			Zone 3	$105.00	$150.00	$98.00
			Zone 4	$105.00	$150.00	$98.00
			Zone 5	$105.00	$150.00	$98.00
			Zone 6	$105.00	$150.00	$98.00
Item	**Approx Qty**	**Unit**	**Description**	**(AJ)**	**(AK)**	**(AL)**
5	**1**	Hour	Laborer, regular hours worked			
			Zone 1	$43.50	$95.00	$45.00
			Zone 2	$43.50	$95.00	$45.00
			Zone 3	$43.50	$95.00	$45.00
			Zone 4	$43.50	$95.00	$45.00
			Zone 5	$43.50	$95.00	$45.00
			Zone 6	$43.50	$95.00	$45.00

Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
6	1	Hour	Laborer, after hours worked				
				Zone 1	$65.25	$150.00	$65.00
				Zone 2	$65.25	$150.00	$65.00
				Zone 3	$65.25	$150.00	$65.00
				Zone 4	$65.25	$150.00	$65.00
				Zone 5	$65.25	$150.00	$65.00
				Zone 6	$65.25	$150.00	$65.00
Projects OVER Sixty Thousand ($60,000.00)							
Item	**Approx Qty**	**Unit**	**Description**				
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours		**(AJ)**	**(AK)**	**(AL)**
				Zone 1	$115.00	$175.00	$98.00
				Zone 2	$115.00	$175.00	$98.00
				Zone 3	$115.00	$175.00	$98.00
				Zone 4	$115.00	$175.00	$98.00
				Zone 5	$115.00	$175.00	$98.00
				Zone 6	$115.00	$175.00	$98.00
Item	**Approx Qty**	**Unit**	**Description**		**(AJ)**	**(AK)**	**(AL)**
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	$172.50	$225.00	$129.00
				Zone 2	$172.50	$225.00	$129.00
				Zone 3	$172.50	$225.00	$129.00
				Zone 4	$172.50	$225.00	$129.00
				Zone 5	$172.50	$225.00	$129.00
				Zone 6	$172.50	$225.00	$129.00
Item	**Approx Qty**	**Unit**	**Description**		**(AJ)**	**(AK)**	**(AL)**
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
				Zone 1	$70.00	$125.00	$75.00
				Zone 2	$70.00	$125.00	$75.00
				Zone 3	$70.00	$125.00	$75.00
				Zone 4	$70.00	$125.00	$75.00
				Zone 5	$70.00	$125.00	$75.00
				Zone 6	$70.00	$125.00	$75.00

Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	$105.00	$150.00	$98.00
				Zone 2	$105.00	$150.00	$98.00
				Zone 3	$105.00	$150.00	$98.00
				Zone 4	$105.00	$150.00	$98.00
				Zone 5	$105.00	$150.00	$98.00
				Zone 6	$105.00	$150.00	$98.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
11	1	Hour	Laborer, regular hours worked				
				Zone 1	$43.50	$100.00	$45.00
				Zone 2	$43.50	$100.00	$45.00
				Zone 3	$43.50	$100.00	$45.00
				Zone 4	$43.50	$100.00	$45.00
				Zone 5	$43.50	$100.00	$45.00
				Zone 6	$43.50	$100.00	$45.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
12	1	Hour	Laborer, after hours worked				
				Zone 1	$65.25	$125.00	$65.00
				Zone 2	$65.25	$125.00	$65.00
				Zone 3	$65.25	$125.00	$65.00
				Zone 4	$65.25	$125.00	$65.00
				Zone 5	$65.25	$125.00	$65.00
				Zone 6	$65.25	$125.00	$65.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
13	1	Hour	Diagnosis, project estimates, troubleshooting		$115.00	$135.00	$110.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.		0%	0%	0%
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person		$140.00	$275.00	$150.00

Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$0.90	$2.25	$0.55
	Projects UNDER Sixty Thousand ($60,000.00)					
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$110.00	No Bid	$133.10
			Zone 2	$110.00	No Bid	$119.79
			Zone 3	$110.00	$98.00	$105.02
			Zone 4	$110.00	No Bid	$119.79
			Zone 5	$110.00	No Bid	$126.45
			Zone 6	$110.00	No Bid	$119.79
Item	**Approx Qty**	**Unit**	**Description**			
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	**(AM)**	**(AN)**	**(AO)**
			Zone 1	$165.00	No Bid	$180.02
			Zone 2	$165.00	No Bid	$162.02
			Zone 3	$165.00	$98.00	$139.06
			Zone 4	$165.00	No Bid	$162.02
			Zone 5	$165.00	No Bid	$171.02
			Zone 6	$165.00	No Bid	$162.02
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	$90.00	No Bid	$97.66
			Zone 2	$90.00	No Bid	$87.89
			Zone 3	$90.00	$66.00	$78.13
			Zone 4	$90.00	No Bid	$87.89
			Zone 5	$90.00	No Bid	$92.78
			Zone 6	$90.00	No Bid	$87.89
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
4	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	$135.00	No Bid	$130.66
			Zone 2	$135.00	No Bid	$117.59
			Zone 3	$135.00	$68.00	$104.53
			Zone 4	$135.00	No Bid	$117.59
			Zone 5	$135.00	No Bid	$124.13

			Zone 6	$135.00	No Bid	$117.59
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
5	**1**	Hour	Laborer, regular hours worked			
			Zone 1	$90.00	No Bid	$70.64
			Zone 2	$90.00	No Bid	$63.58
			Zone 3	$90.00	$56.00	$56.51
			Zone 4	$90.00	No Bid	$63.58
			Zone 5	$90.00	No Bid	$67.11
			Zone 6	$90.00	No Bid	$63.58
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
6	**1**	Hour	Laborer, after hours worked			
			Zone 1	$135.00	No Bid	$94.84
			Zone 2	$135.00	No Bid	$85.36
			Zone 3	$135.00	$56.00	$75.87
			Zone 4	$135.00	No Bid	$85.36
			Zone 5	$135.00	No Bid	$90.10
			Zone 6	$135.00	No Bid	$85.36
Projects OVER Sixty Thousand ($60,000.00)						
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
7	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$120.00	No Bid	$133.10
			Zone 2	$120.00	No Bid	$119.79
			Zone 3	$120.00	$98.00	$105.02
			Zone 4	$120.00	No Bid	$119.79
			Zone 5	$120.00	No Bid	$126.45
			Zone 6	$120.00	No Bid	$119.79
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
8	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	$180.00	No Bid	$180.02
			Zone 2	$180.00	No Bid	$162.02
			Zone 3	$180.00	$98.00	$139.06
			Zone 4	$180.00	No Bid	$162.02
			Zone 5	$180.00	No Bid	$171.02
			Zone 6	$180.00	No Bid	$162.02

Item	Approx Qty	Unit	Description		(AM)	(AN)	(AO)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
				Zone 1	$90.00	No Bid	$97.66
				Zone 2	$90.00	No Bid	$87.89
				Zone 3	$90.00	$76.00	$78.13
				Zone 4	$90.00	No Bid	$87.89
				Zone 5	$90.00	No Bid	$92.78
				Zone 6	$90.00	No Bid	$87.89
Item	**Approx Qty**	**Unit**	**Description**		**(AM)**	**(AN)**	**(AO)**
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	$135.00	No Bid	$130.66
				Zone 2	$135.00	No Bid	$117.59
				Zone 3	$135.00	$76.00	$104.53
				Zone 4	$135.00	No Bid	$117.59
				Zone 5	$135.00	No Bid	$124.13
				Zone 6	$135.00	No Bid	$117.59
Item	**Approx Qty**	**Unit**	**Description**		**(AM)**	**(AN)**	**(AO)**
11	1	Hour	Laborer, regular hours worked				
				Zone 1	$90.00	No Bid	$70.64
				Zone 2	$90.00	No Bid	$63.58
				Zone 3	$90.00	$66.00	$56.51
				Zone 4	$90.00	No Bid	$63.58
				Zone 5	$90.00	No Bid	$67.11
				Zone 6	$90.00	No Bid	$63.58
Item	**Approx Qty**	**Unit**	**Description**		**(AM)**	**(AN)**	**(AO)**
12	1	Hour	Laborer, after hours worked				
				Zone 1	$135.00	No Bid	$94.84
				Zone 2	$135.00	No Bid	$85.36
				Zone 3	$135.00	$66.00	$75.87
				Zone 4	$135.00	No Bid	$85.36
				Zone 5	$135.00	No Bid	$90.10
				Zone 6	$135.00	No Bid	$85.36
Item	**Approx Qty**	**Unit**	**Description**		**(AM)**	**(AN)**	**(AO)**
13	1	Hour	Diagnosis, project estimates, troubleshooting		$110.00	No Bid	$105.20
Item	**Approx Qty**	**Unit**	**Description**		**(AM)**	**(AN)**	**(AO)**

14	**1**	**%**	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	0%
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
15	**1**	**Day**	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	Zones 1, 2, 3, 4, 6: $210.00; Zone 5: $276.00	$160.00	$150.00
Item	**Approx Qty**	**Unit**	**Description**	**(AM)**	**(AN)**	**(AO)**
16	**1**	**Mileage**	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$1.30	$0.95	$2.00
	Projects UNDER Sixty Thousand ($60,000.00)					
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
1	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$65.00	$138.00	No Bid
			Zone 2	$65.00	$138.00	$120.00
			Zone 3	$65.00	$124.00	No Bid
			Zone 4	$65.00	$145.00	No Bid
			Zone 5	$65.00	$155.00	No Bid
			Zone 6	$65.00	$155.00	No Bid
Item	**Approx Qty**	**Unit**	**Description**			
2	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	**(AP)**	**(AQ)**	**(AR)**
			Zone 1	$100.00	$207.00	No Bid
			Zone 2	$100.00	$207.00	$180.00
			Zone 3	$100.00	$186.00	No Bid
			Zone 4	$100.00	$217.50	No Bid
			Zone 5	$100.00	$232.50	No Bid
			Zone 6	$100.00	$232.50	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
3	**1**	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	$45.00	$85.00	No Bid
			Zone 2	$45.00	$85.00	No Bid
			Zone 3	$45.00	$75.00	No Bid
			Zone 4	$45.00	$87.00	No Bid
			Zone 5	$45.00	$95.00	No Bid

			Zone 6	$45.00	$95.00	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
4	**1**	Hour	Aprentice/Experienced Worker, after hours worked			
			Zone 1	$65.00	$127.50	No Bid
			Zone 2	$65.00	$127.50	No Bid
			Zone 3	$65.00	$112.50	No Bid
			Zone 4	$65.00	$130.50	No Bid
			Zone 5	$65.00	$142.50	No Bid
			Zone 6	$65.00	$142.50	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
5	**1**	Hour	Laborer, regular hours worked			
			Zone 1	$35.00	$121.00	No Bid
			Zone 2	$35.00	$121.00	$95.00
			Zone 3	$35.00	$110.00	No Bid
			Zone 4	$35.00	$128.00	No Bid
			Zone 5	$35.00	$138.00	No Bid
			Zone 6	$35.00	$138.00	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
6	**1**	Hour	Laborer, after hours worked			
			Zone 1	$50.00	$181.50	No Bid
			Zone 2	$50.00	$181.50	$142.50
			Zone 3	$50.00	$165.00	No Bid
			Zone 4	$50.00	$192.00	No Bid
			Zone 5	$50.00	$207.00	No Bid
			Zone 6	$50.00	$207.00	No Bid
Projects OVER Sixty Thousand ($60,000.00)						
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
7	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$85.00	$150.00	No Bid
			Zone 2	$85.00	$150.00	$120.00
			Zone 3	$85.00	$138.00	No Bid
			Zone 4	$85.00	$160.00	No Bid
			Zone 5	$85.00	$175.00	No Bid
			Zone 6	$85.00	$175.00	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
8	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	$125.00	$225.00	No Bid

	Zone 2	$125.00	$225.00	$180.00
	Zone 3	$125.00	$207.00	No Bid
	Zone 4	$125.00	$240.00	No Bid
	Zone 5	$125.00	$262.50	No Bid
	Zone 6	$125.00	$262.50	No Bid

Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	$65.00	$95.00	No Bid
			Zone 2	$65.00	$95.00	No Bid
			Zone 3	$65.00	$84.00	No Bid
			Zone 4	$65.00	$98.00	No Bid
			Zone 5	$65.00	$105.00	No Bid
			Zone 6	$65.00	$105.00	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
10	**1**	**Hour**	Apprentice/Experienced Worker, after hours worked			
			Zone 1	$95.00	$142.50	No Bid
			Zone 2	$95.00	$142.50	No Bid
			Zone 3	$95.00	$126.00	No Bid
			Zone 4	$95.00	$147.00	No Bid
			Zone 5	$95.00	$157.50	No Bid
			Zone 6	$95.00	$157.50	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
11	**1**	**Hour**	Laborer, regular hours worked			
			Zone 1	$55.00	$138.00	No Bid
			Zone 2	$55.00	$138.00	$95.00
			Zone 3	$55.00	$124.00	No Bid
			Zone 4	$55.00	$145.00	No Bid
			Zone 5	$55.00	$155.00	No Bid
			Zone 6	$55.00	$155.00	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
12	**1**	**Hour**	Laborer, after hours worked			
			Zone 1	$75.00	$207.00	No Bid
			Zone 2	$75.00	$207.00	$142.50
			Zone 3	$75.00	$186.00	No Bid
			Zone 4	$75.00	$217.50	No Bid
			Zone 5	$75.00	$232.50	No Bid
			Zone 6	$75.00	$232.50	No Bid

Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)
13	1	Hour	Diagnosis, project estimates, troubleshooting	$95.00	$124.00	$120.00
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	35%	3%	10%
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	$50.00	$50.00	$210.00
Item	**Approx Qty**	**Unit**	**Description**	**(AP)**	**(AQ)**	**(AR)**
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$0.00	.80/mile	$1.25
	Projects UNDER Sixty Thousand ($60,000.00)					
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$120.00	$121.00	$102.00
			Zone 2	$120.00	$121.00	$105.00
			Zone 3	$120.00	$121.00	$99.00
			Zone 4	$120.00	$121.00	$105.00
			Zone 5	$120.00	$121.00	$110.00
			Zone 6	$120.00	$121.00	$105.00
Item	**Approx Qty**	**Unit**	**Description**			
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	**(AS)**	**(AT)**	**(AU)**
			Zone 1	$180.00	$181.50	$153.00
			Zone 2	$180.00	$181.50	$158.00
			Zone 3	$180.00	$181.50	$148.00
			Zone 4	$180.00	$181.50	$158.00
			Zone 5	$180.00	$181.50	$165.00
			Zone 6	$180.00	$181.50	$158.00
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	$79.00	$86.00	$72.00
			Zone 2	$79.00	$86.00	$75.00

			Zone 3	$79.00	$86.00	$72.00
			Zone 4	$79.00	$86.00	$75.00
			Zone 5	$79.00	$86.00	$78.00
			Zone 6	$79.00	$86.00	$73.00
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
4	**1**	Hour	Aprentice/Experienced Worker, after hours worked			
			Zone 1	$118.50	$129.00	$108.00
			Zone 2	$118.50	$129.00	$112.50
			Zone 3	$118.50	$129.00	$108.00
			Zone 4	$118.50	$129.00	$112.50
			Zone 5	$118.50	$129.00	$117.00
			Zone 6	$118.50	$129.00	No Bid
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
5	**1**	Hour	Laborer, regular hours worked			
			Zone 1	$35.00	$86.00	$72.00
			Zone 2	$35.00	$86.00	$75.00
			Zone 3	$35.00	$86.00	$72.00
			Zone 4	$35.00	$86.00	$75.00
			Zone 5	$35.00	$86.00	$78.00
			Zone 6	$35.00	$86.00	$73.00
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
6	**1**	Hour	Laborer, after hours worked			
			Zone 1	$52.50	$129.00	$108.00
			Zone 2	$52.50	$129.00	$112.50
			Zone 3	$52.50	$129.00	$108.00
			Zone 4	$52.50	$129.00	$112.50
			Zone 5	$52.50	$129.00	$117.00
			Zone 6	$52.50	$129.00	$109.50
Projects OVER Sixty Thousand ($60,000.00)						
Item	**Approx Qty**	**Unit**	**Description**			
7	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours	**(AS)**	**(AT)**	**(AU)**
			Zone 1	$120.00	$150.00	$105.00
			Zone 2	$120.00	$150.00	$108.00
			Zone 3	$120.00	$150.00	$100.00
			Zone 4	$120.00	$150.00	$108.00
			Zone 5	$120.00	$150.00	$112.00

			Zone 6	$120.00	$150.00	$108.00
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
8	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	$180.00	$225.00	$157.50
			Zone 2	$180.00	$225.00	$162.00
			Zone 3	$180.00	$225.00	$150.00
			Zone 4	$180.00	$225.00	$162.00
			Zone 5	$180.00	$225.00	$168.00
			Zone 6	$180.00	$225.00	$162.00
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
9	**1**	Hour	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	$79.00	$86.00	$72.00
			Zone 2	$79.00	$86.00	$75.00
			Zone 3	$79.00	$86.00	$72.00
			Zone 4	$79.00	$86.00	$75.00
			Zone 5	$79.00	$86.00	$78.00
			Zone 6	$79.00	$86.00	$73.00
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
10	**1**	**Hour**	Apprentice/Experienced Worker, after hours worked			
			Zone 1	$118.50	$129.00	$108.00
			Zone 2	$118.50	$129.00	$112.50
			Zone 3	$118.50	$129.00	$108.00
			Zone 4	$118.50	$129.00	$112.50
			Zone 5	$118.50	$129.00	$117.00
			Zone 6	$118.50	$129.00	$109.50
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
11	**1**	**Hour**	Laborer, regular hours worked			
			Zone 1	$35.00	$86.00	$72.00
			Zone 2	$35.00	$86.00	$75.00
			Zone 3	$35.00	$86.00	$72.00
			Zone 4	$35.00	$86.00	$75.00
			Zone 5	$35.00	$86.00	$78.00
			Zone 6	$35.00	$86.00	$73.00
Item	**Approx Qty**	**Unit**	**Description**	**(AS)**	**(AT)**	**(AU)**
12	**1**	**Hour**	Laborer, after hours worked			
			Zone 1	$52.50	$129.00	$108.00

			Zone 2	$52.50	$129.00	$112.50
			Zone 3	$52.50	$129.00	$108.00
			Zone 4	$52.50	$129.00	$112.50
			Zone 5	$52.50	$129.00	$117.00
			Zone 6	$52.50	$129.00	$109.50

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
13	$1.00	Hour	Diagnosis, project estimates, troubleshooting	$120.00	$94.00	$120.00

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	5%	10%	0%

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
15	$1.00	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	$120.00	$195.00	$50.00

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
16	$1.00	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$0.70	$1.49	$0.00

Projects UNDER Sixty Thousand ($60,000.00)

Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	$170.39	$90.00	$70.00
			Zone 2	$170.39	$75.00	$70.00
			Zone 3	$170.39	$85.00	$70.00
			Zone 4	$170.39	$85.00	$70.00
			Zone 5	$170.39	$75.00	$70.00
			Zone 6	$170.39	$70.00	$70.00

Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	$255.58	$122.85	$95.00
			Zone 2	$255.58	$101.25	$95.00
			Zone 3	$255.58	$114.75	$95.00
			Zone 4	$255.58	$114.75	$95.00
			Zone 5	$255.58	$101.25	$95.00
			Zone 6	$255.58	$94.50	$95.00

Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	$147.96	$84.50	$60.00
			Zone 2	$147.96	$70.00	$60.00
			Zone 3	$147.96	$80.00	$60.00
			Zone 4	$147.96	$80.00	$60.00
			Zone 5	$147.96	$70.00	$60.00
			Zone 6	$147.96	$65.00	$60.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
4	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	$221.94	$109.85	$85.00
			Zone 2	$221.94	$91.00	$85.00
			Zone 3	$221.94	$104.00	$85.00
			Zone 4	$221.94	$104.00	$85.00
			Zone 5	$221.94	$91.00	$85.00
			Zone 6	$221.94	$84.50	$85.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
5	1	Hour	Laborer, regular hours worked			
			Zone 1	$69.19	$71.50	$60.00
			Zone 2	$69.19	$60.00	$60.00
			Zone 3	$69.19	$55.00	$60.00
			Zone 4	$69.19	$55.00	$60.00
			Zone 5	$69.19	$60.00	$60.00
			Zone 6	$69.19	$55.00	$60.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
6	1	Hour	Laborer, after hours worked			
			Zone 1	$103.74	$92.95	$85.00
			Zone 2	$103.74	$78.00	$85.00
			Zone 3	$103.74	$71.50	$85.00
			Zone 4	$103.74	$71.50	$85.00
			Zone 5	$103.74	$78.00	$85.00
			Zone 6	$103.74	$71.50	$85.00
Projects OVER Sixty Thousand ($60,000.00)						
Item	Approx Qty	Unit	Description			
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours	(AV)	(AW)	(AX)
			Zone 1	$170.39	$118.30	$70.00
			Zone 2	$170.39	$97.50	$70.00

			Zone 3	$170.39	$110.50	$70.00
			Zone 4	$170.39	$110.50	$70.00
			Zone 5	$170.39	$97.50	$70.00
			Zone 6	$170.39	$91.00	$70.00
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
8	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	$255.58	$159.71	$95.00
			Zone 2	$255.58	$131.63	$95.00
			Zone 3	$255.58	$149.18	$95.00
			Zone 4	$255.58	$149.18	$95.00
			Zone 5	$255.58	$131.63	$95.00
			Zone 6	$255.58	$122.85	$95.00
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
9	**1**	Hour	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	$147.96	$109.85	$60.00
			Zone 2	$147.96	$91.00	$60.00
			Zone 3	$147.96	$104.00	$60.00
			Zone 4	$147.96	$104.00	$60.00
			Zone 5	$147.96	$91.00	$60.00
			Zone 6	$147.96	$84.50	$60.00
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
10	**1**	**Hour**	Apprentice/Experienced Worker, after hours worked			
			Zone 1	$221.94	$142.81	$85.00
			Zone 2	$221.94	$118.30	$85.00
			Zone 3	$221.94	$135.20	$85.00
			Zone 4	$221.94	$135.20	$85.00
			Zone 5	$221.94	$118.30	$85.00
			Zone 6	$221.94	$109.85	$85.00
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
11	**1**	**Hour**	Laborer, regular hours worked			
			Zone 1	$69.16	$92.95	$60.00
			Zone 2	$69.16	$78.00	$60.00
			Zone 3	$69.16	$71.50	$60.00
			Zone 4	$69.16	$71.50	$60.00
			Zone 5	$69.16	$78.00	$60.00
			Zone 6	$69.16	$71.50	$60.00

Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
12	1	Hour	Laborer, after hours worked			
			Zone 1	$103.74	$120.84	$85.00
			Zone 2	$103.74	$101.40	$85.00
			Zone 3	$103.74	$92.95	$85.00
			Zone 4	$103.74	$92.95	$85.00
			Zone 5	$103.74	$101.40	$85.00
			Zone 6	$103.74	$92.95	$85.00
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
13	$1.00	Hour	Diagnosis, project estimates, troubleshooting	$170.39	$135.00	$70.00
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	15%
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
15	$1.00	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	$160.00	$175.00	$165.00
Item	**Approx Qty**	**Unit**	**Description**	**(AV)**	**(AW)**	**(AX)**
16	$1.00	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$0.50	$1.75	$1.25

	Projects UNDER Sixty Thousand ($60,000.00)				
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours		
			Zone 1	$79.80	$110.00
			Zone 2	$79.80	$110.00
			Zone 3	$79.80	$110.00
			Zone 4	$79.80	$110.00
			Zone 5	$79.80	$110.00
			Zone 6	$79.80	$110.00

Item	Approx Qty	Unit	Description		
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	(AY)	(AZ)

			Zone 1	$111.72	$165.00
			Zone 2	$111.72	$165.00
			Zone 3	$111.72	$165.00
			Zone 4	$111.72	$165.00
			Zone 5	$111.72	$165.00
			Zone 6	$111.72	$165.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
3	**1**	Hour	Apprentice/Experienced Worker, regular hours		
			Zone 1	$59.85	$92.00
			Zone 2	$59.85	$92.00
			Zone 3	$59.85	$92.00
			Zone 4	$59.85	$92.00
			Zone 5	$59.85	$92.00
			Zone 6	$59.85	$92.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
4	**1**	Hour	Aprentice/Experienced Worker, after hours worked		
			Zone 1	$89.78	$138.00
			Zone 2	$89.78	$138.00
			Zone 3	$89.78	$138.00
			Zone 4	$89.78	$138.00
			Zone 5	$89.78	$138.00
			Zone 6	$89.78	$138.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
5	**1**	Hour	Laborer, regular hours worked		
			Zone 1	$49.88	$92.00
			Zone 2	$49.88	$92.00
			Zone 3	$49.88	$92.00
			Zone 4	$49.88	$92.00
			Zone 5	$49.88	$92.00
			Zone 6	$49.88	$92.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
6	**1**	Hour	Laborer, after hours worked		
			Zone 1	$74.81	$138.00
			Zone 2	$74.81	$138.00
			Zone 3	$74.81	$138.00
			Zone 4	$74.81	$138.00
			Zone 5	$74.81	$138.00

			Zone 6	$74.81	$138.00
Projects OVER Sixty Thousand ($60,000.00)					
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
7	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours		
			Zone 1	$96.96	$110.00
			Zone 2	$96.66	$110.00
			Zone 3	$96.66	$110.00
			Zone 4	$96.66	$110.00
			Zone 5	$96.66	$110.00
			Zone 6	$96.66	$110.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
8	**1**	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours		
			Zone 1	$145.45	$165.00
			Zone 2	$145.45	$165.00
			Zone 3	$145.45	$165.00
			Zone 4	$145.45	$165.00
			Zone 5	$145.45	$165.00
			Zone 6	$145.45	$165.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
9	**1**	Hour	Apprentice/Experienced Worker, regular hours worked		
			Zone 1	$59.85	$92.00
			Zone 2	$59.85	$92.00
			Zone 3	$59.85	$92.00
			Zone 4	$59.85	$92.00
			Zone 5	$59.85	$92.00
			Zone 6	$59.85	$92.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
10	**1**	**Hour**	Apprentice/Experienced Worker, after hours worked		
			Zone 1	$89.78	$138.00
			Zone 2	$89.78	$138.00
			Zone 3	$89.78	$138.00
			Zone 4	$89.78	$138.00
			Zone 5	$89.78	$138.00
			Zone 6	$89.78	$138.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**

11	**1**	**Hour**	Laborer, regular hours worked		
			Zone 1	$53.59	$92.00
			Zone 2	$53.59	$92.00
			Zone 3	$53.59	$92.00
			Zone 4	$53.59	$92.00
			Zone 5	$53.59	$92.00
			Zone 6	$53.59	$92.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
12	**1**	**Hour**	Laborer, after hours worked		
			Zone 1	$80.38	$138.00
			Zone 2	$80.38	$138.00
			Zone 3	$80.38	$138.00
			Zone 4	$80.38	$138.00
			Zone 5	$80.38	$138.00
			Zone 6	$80.38	$138.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
13	**1**	**Hour**	Diagnosis, project estimates, troubleshooting	$79.80	$110.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
14	**1**	**%**	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	5%	10%
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
15	**1**	**Day**	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	$225.00	$150.00
Item	**Approx Qty**	**Unit**	**Description**	**(AY)**	**(AZ)**
16	**1**	**Mileage**	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	$0.90	$2.00

***** 16 Items Total *****

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2026

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: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED TLC Services, LLC 5000 Edith Blvd NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	DT-CO-7W41389A-PHX-26	7/1/2026	7/1/2027	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 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	810-6W400914-TIL-26-26	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-6W550351-26-26	7/1/2026	7/1/2027	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2025	12/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Commercial Property			QT-630-6W945490-TIL-26	7/1/2026	7/1/2027	Builders Risk	6,000,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
P.O. 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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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

From: DUTTON-LEYDA, TRAVIS K.
To: KAHAHANE, ELIZABETH L.
Cc: WILSON, MARLISA B.; Purchasing DET
Subject: Re: Determination Request 2.0 – Replace/Upgrade the Existing Energy Management System
Date: Tuesday, April 21, 2026 9:34:15 PM
Attachments: image001.png
Image.png

Hi Lisa, this is construction.

Thank you.

Regards,

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://santafenm.munisselfservice.com/vss/

[OpenGov is Live] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

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

Chart, text

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Tuesday, April 21, 2026 12:15:40 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: WILSON, MARLISA B. <mbwilson@santafenm.gov>
Subject: RE: Determination Request 2.0 – Replace/Upgrade the Existing Energy Management System

And a status for this one as well…
Mahalo!

Best,
Elizabeth "Lisa" Kahahane, CPO
Contracts Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

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From: KAHAHANE, ELIZABETH L.
Sent: Friday, April 17, 2026 12:37 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: WILSON, MARLISA B. <mbwilson@santafenm.gov>
Subject: Determination Request 2.0 – Replace/Upgrade the Existing Energy Management System

Aloha!

Facilities Division is requesting a SOW determination for the following:

- Replace/Upgrade the existing Energy Management System to tie in 4 rooftop units (2 already installed and existing RTUs that are NOT currently tied to the system; and install 2 new RTUs) and Reznor heating units.
- Electrical contractor shall install conduit pathways, BAS communication wiring, tubing, and device terminations.
- Controls vendor will provide design, startup, programming, commissioning, graphics, and training only.
- Work shall comply with NEC and local codes.

Please let me know if additional information is required.
Thank you!

Best,
Elizabeth "Lisa" Kahahane, CPO
Contracts Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

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CITY OF SANTA FE

Date: June 11, 2025

To: Governing Body

From: Sam Burnett, Facilities Management Division Director JOHN BURNETT (Jun 11, 2025 19:38 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Jun 12, 2025 10:26 MDT)

Subject: BAR for Roof Replacement and HVAC Design for the City-Owned Facility Leased to La Familia Medical Center

Vendor Name: National Roofing Company, Inc.

Vendor Number: 8113

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) to Transfer $1,400,000 from General Fund Balance into Public Works Facilities WIP Construction and WIP Design for Replacement of the Roof and Engineering of the HVAC System at the City-Owned Facility Leased to La Familia Medical Center. (Sam Burnett, Facilities Management Division Director, jsburnett@santafenm.gov).

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3204494.

BACKGROUND AND SUMMARY:
La Familia Medical Center (LFMC) has leased the City-owned facility at 1035 Alto Street, Santa Fe, since October 15, 1995, for $1 per year. The lease requires that the tenant perform regular maintenance and City perform major system repairs.

Roof assessments of the facility concluded that a full roof replacement is necessary to address leaks. Facilities also evaluated the HVAC system and found that engineering and replacement of the HVAC system is required to reliably meet heating and cooling needs.

This BAR in the amount of $1,400,000 will fund a $1,150,000 full roof replacement and a $250,000 HVAC system engineering redesign.

La Familia Medical Center provides comprehensive medical, dental, and behavioral health services to the public regardless of income, insurance status, or legal standing. LFMC operates four state-of-the-art clinics throughout the city, including the flagship location at the City-owned facility on Alto Street. These improvements are essential to support the continued delivery of vital healthcare services at LFMC's Alto Street clinic and to protect the City's asset.

ATTACHMENTS:
Budget Amendment Resolution (BAR)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Facilities/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970 & WIP Design/572960

Budget Officer/Designee: ALEXIS LOTERO (Jun 12, 2025 14:41 MDT) Date: 06/12/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method is an existing on-call Construction Contract with National Roofing Company Item No. 24-0345 (Munis No. 320449) which expires on June 30, 2029.

Chief Procurement Officer (CPO)/Designee: _____ Date: 06/13/2025
CPO Comment/Exceptions: _____

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

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

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

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Jun 11, 2025 19:38 MDT)

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number PWD2532061-Design & PWD2532061-Construct
Approval: _____ Date: 06/12/2025
Comment/Exceptions: _____

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

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

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

DEPARTMENT / DIVISION NAME	DATE
PW/Facilities	6/10/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3209980	572960	PWD2532061-Design	250,000	
WIP Construction	3209980	572970	PWD2532061-Construct	1,150,000	
Capital Transfer to CIP Facilities Fund	1000431	760320		1,400,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from General Fund	3209980	660100		(1,400,000)	
				$ 1,400,000	$ -

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

Increase in budget to fund design and construction costs to repair the roof collapse at La Familia.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(1,400,000)
TOTAL:	(1,400,000)

Chris Parker — 6/10/2025
Prepared By *{print name}* — Date

JOHN BURNETT (Jun 11, 2025 19:38 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Jun 12, 2025 10:26 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

ALEXIS LOTERO (Jun 12, 2025 14:41 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

BAR Packet_La Familia BAR_06 04 25 SB DC ELK3 RW CG

Final Audit Report 2025-06-12

Created:	2025-06-11
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYcsMn-Nj0WLMeFvXyRU4fcTRSlTVghwS

"BAR Packet_La Familia BAR_06 04 25 SB DC ELK3 RW CG" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-11 - 11:21:42 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-06-11 - 11:24:07 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-06-12 - 1:37:30 AM GMT- IP address: 73.228.3.65

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Signature Date: 2025-06-12 - 1:38:32 AM GMT - Time Source: server- IP address: 73.228.3.65

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2025-06-12 - 1:38:33 AM GMT

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2025-06-12 - 4:25:58 PM GMT- IP address: 76.18.67.54

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-06-12 - 4:26:33 PM GMT- IP address: 76.18.67.54

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-06-12 - 4:26:35 PM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.
2025-06-12 - 4:26:35 PM GMT

Powered by Adobe Acrobat Sign

ALWAYS ON TOP OF IT
NATIONAL ROOFING
6821 ACADEMY PARKWAY W. NE ALBUQUERQUE, NM 87109
P 505 883 3000 F 505 883 1719 INFO@NATIONALROOFING.COM
NATIONALROOFING.COM

April 30, 2025

TO: City of Santa Fe
Attn: Marlisa Wilson
Project Manager
737 Agua Fria St.
Santa Fe, NM 87501

From: National Roofing Co.
6821 Academy Parkway West NE
Albuquerque, NM 87109

RE: Re-Roof Facility
GSA #30-00000-23-00051
La Familia Medical Center
1035 Alto St.
Santa Fe, NM 87501

Ms. Wilson:

In accordance with your request, National Roofing Co. (NRC) inspected the roof at the above referenced location to provide a replacement estimate. Accordingly, we propose the following.

EXISTING ROOF ASSEMBLY - FINDINGS

We inspected this commercial facility and noted these issues.

- Existing Roof System is a Thermoplastic Membrane adhered to a Wood Fiber Cover Board over 4" Polyisocyanurate Insulation that is mechanically attached to a Structural Metal Deck. Drainage Slope appears to be in the metal deck structure.
- Roof is minimally populated with new or near new Roof Top Equipment.

- Base-to-wall Flashings currently terminate under a Metal Counter flashing that has been surface mounted to the inner parapet walls.

- Roof Drainage is to internal, standard Primary with separate, adjacent overflow drain assemblies.

- Stucco coating is cracking and deteriorating to the point of allowing moisture into the parapet cavities and lower roof assembly.

- Skylight assemblies are failing at multiple locations. This is due to extensive hail damage and overall aging of the individual units. Note: Sidewall skylight (pictured) currently leaks into building interior.

CHALLENGES TO PROPER WEATHERPROOFING

Building is positioned between an arroyo and a house to the north and south. A baseball complex is located to the west, with a parking lot to the east which serves the facility. The ability to bring manpower and equipment will require a traverse over sidewalks and landscape areas. Work performed during the standard operating hours of the facility may involve loud or disruptive noises, and or offensive odors.

CONSPECTUS – ROOFING REPLACEMENT

This building has a single roof assembly in place. The current building code will allow the application of a second system. This will provide an opportunity to economically install a new, warranted Roof Assembly. The full assembly will receive a Manufacturer's twenty (20) year Standard Form System Warranty with an Installers two (2) year.

Roofing Overlay Process

- Existing Curb, Parapets and Penetration Flashings will be removed, and substrates prepared for new Flashings.
- Existing Field Membrane will be disabled to prevent moisture retention, vapor build-up, making the existing system integral with the new system.
  - This is a manufacturer's requirement for overlay of existing roofing systems.
  - Only as much area will be weathertight disabled as can be made weathertight by the end of each workday.
- A new, high density Polyisocyanurate Coverboard will be installed, mechanically fastened through the existing roofing system to the Structural Metal Deck.
- Crickets to drains will be extended where required to improve positive drainage.
- A new eighty (80) mil White Thermoplastic Polyolefin (TPO) membrane will be installed utilizing mechanical fastening through the steel deck and induction welded to membrane plates.
- New sixty (60) mil White TPO membrane will be installed on the parapets, terminating 8" up the inner parapet, with a (2) piece reglet counterflashing.
- Roof Curbs, Penetrations, and Drains will be flashed in accordance with manufacturer's written instructions for warranty issuance.

Stucco Recoat Process

- Preexisting parapet walls to be power washed to remove all debris.
- Cracks, holes, and fissures to be patched and prepped for new application.
- Scaffolding to be erected around the exterior of the building.
- All backs, and interior parapets to be skimmed and finished.
- Bonding agent applied to all areas to be recoated.
- Acrylic pail finish applied to all interior parapets, backs of parapets overlapping roof flashing, tops of parapets, and 8" down the building face. Exact match on color or sheen is not guaranteed.

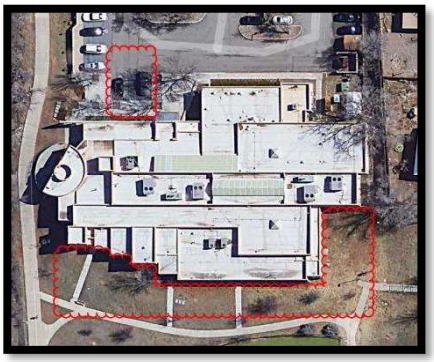
Skylight Removal/Replacement

- (1) Self-Supported Ridge Roof with endwalls, +/- 52' x 10'.
- (1) Shed Roof with no endwalls, +/- 60"' x 12'.
- (2) Standard Pyramids, 6'-0" x 6'-0"
- Existing Skylights to be disassembled and removed one by one (4 total)
- All trash and debris to be removed from roof, and taken off site for disposal.
- New skylights to be assembled, and installed.
  - Skylights will be taken down, and reinstalled in a sequential order to limit the exposure of the building interior to the external temporal conditions.
  - All skylight work to be performed after facility has been closed (Nights/Weekends).

Items FOR Owner Consideration

Removal of disabled and/or abandoned roof top equipment.

Schedule, Access, and Additional Information



- We anticipate the roof to take approximately 5 plus weeks to complete, weather permitting.
- We anticipate the stucco parapet repair to take approximately 6 plus weeks – work to commence after roofing operations, weather permitting.
- We anticipate the skylight repair to take approximately 3 weeks to complete, weather permitting.
  (LONG LEAD ITEM ***22 weeks from purchase order***)
  - Access will be as shown – if acceptable.
  - Our goal would be to inconvenience Patients, and Staff as little as possible.

Pricing

BID AMOUNTS		
As of publication date, material lead times for larger orders can be excessive. Material Pricing is stabilizing, but National Roofing reserves the right to recover costs for material price increases that may occur when procurement durations are extended (see below**) **We are utilizing published pricing for ship date good to May 30, 2025**		
BASE BID - Recover of existing roofing		**Price**
• Prevailing State Wages utilized in pricing. • Santa Fe reroof Permit • 80 mil TPO regular smooth membrane induction welded over coverboard, provide a 20-year warranty. • Santa Fe Tax @ 8.1875%	**TPO Roofing** **Stucco** **Skylights** **Permit** **Bonds** **Tax** **Total**	**$694,581.00** **$139,800.00** **$209,390.00** **$5,907.00** **$9,306.00** **$78,991.00** **$1,043,771.00**
Unit Cost to replace wet or damaged existing insulation		**$3.85 per square foot. 32 square foot minimum**

Taxes, Miscellaneous Fees and Warranty Fees

- NM Gross Receipts Tax is not included – itemized above.
- Commercial re-roof permit fees are included.
- Bond Fees are included. Bond Rate is 1.5%
  - All Fees are subject to invoice.

General Liability Insurance with the following limits

- Insurance limits exceeding New Mexico statutory requirements.
- $1,000,000.00 per occurrence general liability.
- $2,000,000.00 general aggregate.
- $2,000,000.00 completed operations.

- $5,000,000.00 excess/umbrella liability.

Workmen's Compensation Insurance with the following limits:

- $2,000,000.00 employer's liability per accident
- $2,000,000.00 employer's liability for disease per employee
- $2,000,000.00 employer's liability for disease policy limit

Training and Safety

- Compliance with all OSHA safety policies.
- Independent safety inspections are conducted by a third-party consultant, when requested.
- Our crews have OSHA 10 training.
- Entire crew has safety and fall protection training.
- Key personnel are CPR certified.
- Every crew has a minimum of 2 safety monitors.

Pricing Excludes:

- Non-scheduled work hours
- Mechanical or Electrical modifications (if required)
- Modifications to internal roof drains.
- Additional tapered insulation to improve existing slope in field.
- Moisture or Asbestos Testing, SWPPP or BIM Costs
- Manufacturer's Shop Drawings
- Interior protection or repair to interior when damage is caused by normal execution of roofing or re-roofing activities
- Bid amount includes flashing at penetrations indicated on Documents – Pipes, vents, curbs and curb insulation, hatches and ladders are not included unless noted otherwise
- Products, materials, installations not specifically included in the Scope of Work above.

Submitted Prices are Subject to the Following terms and Conditions:

- We have anticipated needing one mobilization to complete our work - NRC will negotiate for additional mobilizations if required by factors outside our control.

- Our standard work week is four 10-hour days. This Bid is based on a final project schedule that allows a reasonable time to complete the Work in an efficient manner. Roof activities may be delayed due to environmental conditions that result in unsafe working conditions and those that would adversely affect system installation. Subcontractor shall be entitled to an equitable adjustment in the price of the work resulting from any change of schedule, acceleration of work, or out of sequence work required as a result of factors outside of our control. National Roofing shall not be responsible for damage or delay caused by circumstances beyond its reasonable control.

- Final Contract terms will be subject to review upon Notice of Award; fees are based on the assumption that this Bid Abstract will constitute part of the Agreement between National Roofing and the Owner – Owner Entity

- National Roofing utilizes Construction Billing Cycles or Progress Billing on projects that have a production duration of thirty (30) days or more. Billings are submitted on or around the 25th of each month, projected through the end of that month, payable by the 10th next month.

- Material pricing utilized at time of bid will be provided with our submitted Schedule of Values for

reference and to establish a baseline for material orders. Comparison with material billing upon shipment and receipt may result in Contract Price adjustments. Please note that impending Trade Tariffs may have impacts on construction materials. Increases do to material shortages, increased costs or other reasons out of National Roofing's direct control will be the responsibility of the final purchaser of goods and services from National Roofing.

NOTICE:

- National Roofing shall not be liable for any claims or damages arising from or related to deficiencies in existing drainage conditions. Roofer's work does not include evaluation of the adequacy of the existing drainage components (for example, sizing and placement of existing scuppers); nor does the building code require compliance with current plumbing codes when existing drainage elements are not modified. National Roofing may make recommendations to improve drain conditions if potential deficiencies are detected during the course of roofing operations.
- Additionally, tapered insulation above deck (if included in scope) may not compensate for all low points in an existing roof; National Roofing shall not be liable for ponding water due to existing imperfections in the roof deck. If obvious deflection or low spots are noted in the existing deck after existing roof tear off, additional tapered insulation may be required to achieve positive drainage.
- Unless specifically noted elsewhere, addition of drains or scuppers for improved drainage, or supplemental insulation required to compensate for unseen imperfections is not part of the base bid and will be offered as a change order for consideration prior to installation.

We can be contacted at (505) 883-3000 to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Sincerely,

Douglas Harrison
Roofing System Estimator
505-883-3000 office, 505-998-2304 desk, 505-259-2808 cell
douglash@nationalroofing.com

Patrick Platero
Business Development Representative
505-883-3000 office, 505-998-2323 desk, 505-630-9952 cell
patrickp@nationalroofing.com

Lori Gunnare, CBDO
Director of Business Development
505-883-3000 office, 505-998-2325 desk, 505-252-2707 cell
lorig@nationalroofing.com

INSPECTION REPORT

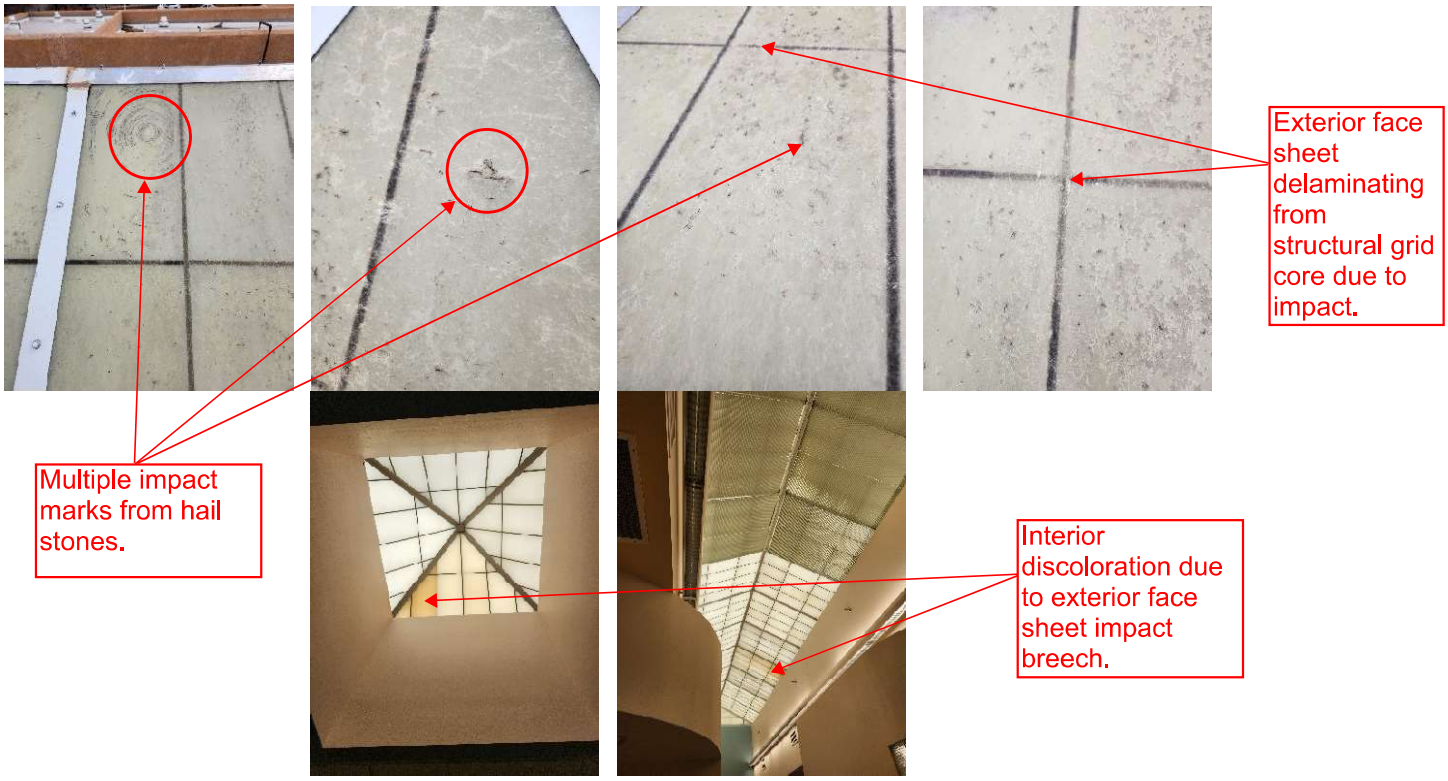
La Familia Health Pharmacy
One Kalwall Shed Skylight, One Kalwall Ridge Skylight, Two Kalwall Pyramid Skylights
Visual Inspection
April 1, 2025

The following report is based on a site visit Powers Products SW made on April 1st, 2025. The assessment was made on a total of three Kalwall Skylights.

Exterior:

The panels showed extensive signs of hail damage with signs of delamination due to hail. Numerous hail impacts caused fractures in the exterior face sheet and small spots of delamination along the grid lines. These fractures allow dirt and water to collect in the cracks. Over time, these cracks have grown, causing discoloration of the face sheet.

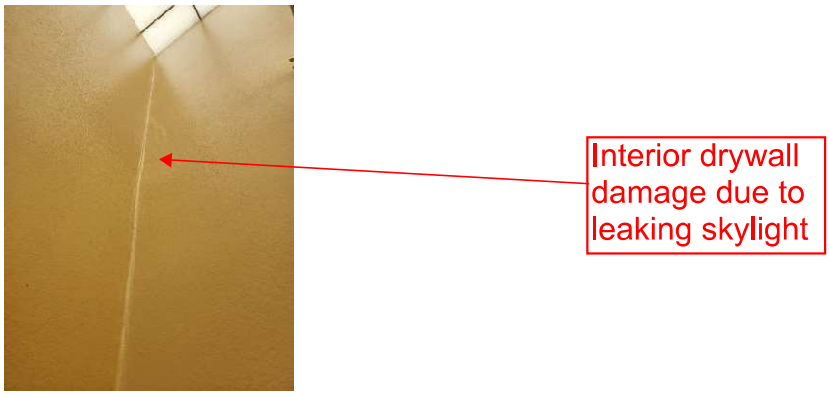
The delamination spots will continue to grow over time due to high winds, temperature changes and weather impacts on the panels. As the delamination expands, the exterior face sheet loses bond strength with the internal grid core. Once the exterior face sheet is no longer adhered to the grid system, the panel is deemed structurally compromised. As the face sheet loosens from the grid, water and air are now able to migrate into the panel system. This is the case as water has entered the interior space and is leaking behind the drywall.



INSPECTION REPORT

Interior:

The Interior was inspected on this visit. Water has damaged the interior drywall in one location.



Recommendation:

Powers Products Southwest recommends full replacement of all Kalwall translucent fiberglass sandwich panels.

Lee Sasser | *Division Manager / Sales*
POWERS PRODUCTS SOUTHWEST
8352 Corona Loop NE, Albuquerque, NM 87113
office: 505.340.3759
mobile: 402.880.3267
powersproductssw.com

daylighting • fire + smoke separation • space flexibility

DESIGN-ASSIST
POWERS PRODUCTS SOUTHWEST
SERVICE BUILD

NM Contractors License: GB98-402493
NM Labor Enforcement Fund: 28302178642020

BID PROPOSAL

TO:	National Roofing		E-mail:		
ATTN:	Lori Gunnare		Phone:		
DATE:	4/9/25		Fax:		
PROJECT:	**La Familia Health Pharmacy**		Pgs		Page **1** of **3**
Based on Drawings & Specs Dated:		n/a			
Addendum Acknowledged:		n/a			

SPEC SECTION	SPEC TITLE	SCOPE	BID AMOUNT
n/a	Kalwall Translucent Fiberglass Sandwich Panel Assemblies	Demo/Furnish/Install	
		TOTAL	**$209,390**
		% Tax Included	8.1875%
	**Priced in reference to Kalwall materials shown on Kalwall drawings #K94-1697	Per Plans/Specs	**YES
		ADD for Bonds	1.1%
Voluntary DEDUCT	*Revise to a .14U Factor providing 13% Visible Light Transmittance and .15 Solar Heat Gain Coefficient*	*DEDUCT from TOTAL*	*($3,362)*
Voluntary DEDUCT	*Revise to a .23U Factor providing 26% Visible Light Transmittance and .30 Solar Heat Gain Coefficient*	*DEDUCT from TOTAL*	*($5,777)*

KALWALL DESCRIPTION OF WORK:

We propose to demo existing skylights and provide a furnished and installed Kalwall 2 ¾" translucent panel system for:

(1) Self-Supported Ridge Roof with endwalls, 52'-3 3/8" x 10'- 1 3/8" OCD flat, (27-1/4° slope).
(1) Shed Roof with no endwalls, 60'-6" x 12'-0 1/2" OCD on slope, (2-1/2:12 pitch).
(2) Standard Pyramids 6'-0" x 6'-0" OCD flat, (45° slope).

- Panel Specifications: Thickness: 2 3/4"
- Exterior Face Sheet: .070" Crystal SW
- Interior Face Sheet: .045" White S-171
- "U" Factor: .10TB "U" factor
- Visible Light Transmission of 7%
- Solar Heat Gain Coefficient of .09
- Grid Pattern: 12" X 24" Shoji grid pattern
- Thermally broken Clamptite aluminum closures
- All exposed aluminum to be standard color (Bone White #21B) Kalwall Corrosion Resistant Finish which meets performance requirements of AAMA 2604
- Roofs are designed for 20 PSF live load, 30 PSF snow load, 25 PSF (ASD) wind load, and 0 PSF drift load with L/60 deflection. This estimate is not valid if loads are greater than those listed herein.

Notes:
1) Price is based on one mobilization/one material release.
2) Pricing is based on material delivery through April 2026.
3) Price is based on working after hours and/or weekends.
4) Price assumes having access to inside of building during evening and/or weekend work hours.
5) Price assumes existing shades will be removed (by others) prior to beginning demolition work.
6) Price includes demolition and removal of existing skylights and associated metals.
7) Price assumes that existing curbs are in good standing condition, not requiring any rework prior to setting new skylights.
8) Price assumes being able to set a construction dumpster in close proximity to the building.
9) Price is based on using maximum number of standard 4'-0" wide modules for shed and SSRR skylights.

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POWERS PRODUCTS SOUTHWEST
SERVICE BUILD

NM Contractors License: GB98-402493
NM Labor Enforcement Fund: 28302178642020

BID PROPOSAL

10) Price assumes EIFS at high side of shed skylight will be removed prior to skylight demo work as existing flashing is tucked under EIFS. New high side flashing will turn up wall.
11) Price is based on equipment not being required to retrieve field dimensions – Equipment/Access to openings shall be provided by the Contractor to obtain Field Dimensions and/or guaranteed opening dimensions shall be provided.
12) *CURRENT* Lead Times: 5-6 weeks for shops and 22+ weeks for fabrication upon approvals.

Inclusions:

1) Shop drawings
2) Freight
3) Demolition
4) Installation
5) Equipment
6) Kalwall includes its standard 1-year warranty

Exclusions:

1) Field testing of any kind.
2) Interior work of any kind.
3) Demolition of shades on underside of skylight(s).
4) Roof work of any kind.
5) Pedestrian protection and/or traffic control.
6) Prevailing wage rates.
7) EIFS work of any kind.
8) Equipment for field dimensions.
9) Curbs, curb flashing, counterflashing, and ledger supports are not included.
10) Mock-Up
11) Temporary cover of openings
12) Opening preparation. All openings must be accurate within ¼" and be plumb, square, and straight.
13) Kalwall is installed clean and complete. Any additional cleaning at closeout is excluded.

Respectfully Submitted,

Todd Bryant
Direct: 303-226-1599
Email: toddb@powersproducts.com

NOTICE TO PROCEED*: _____ DATE:_____

*Authorizes Powers to proceed with Submittals prior to receipt of a Subcontract or Purchase Order. Contractor acknowledges that expenses associated with Submittals may be incurred, and Contractor will be held responsible for payment of said expenses should the project order be cancelled for any reason. Materials will not be released for fabrication or site work performed until executed Subcontract or Purchase Order has been received. If no Subcontract or Purchase Order is issued, the terms outlined herein shall govern.

Standard Terms and Conditions:

1) This bid is conditional on purchase order or subcontract terms which are fully acceptable to the bidder. ***Quote is valid for 60 days***.
2) One-year workmanship warranty and manufacturer's standard product warranty are included unless otherwise noted above.
3) Freight included (curbside delivery for furnish only scope).
4) **PAYMENT TERMS:**
   a. **CUSTOMERS WITH ESTABLISHED ACCOUNTS AND CURRENT CREDIT HISTORY - NET 30.**
   b. **NEW CUSTOMERS OR CUSTOMERS ON CREDIT HOLD - 50% DEPOSIT PRIOR TO RELEASE OF MATERIALS FOR PRODUCTION AND PAYMENT FOR MATERIALS ON DELIVERY AND/OR JOINT CHECK FROM OWNER MAY BE REQUIRED.**

c. **CREDIT CARD PAYMENTS ARE ACCEPTABLE. Powers will include a fee of 2% on any credit card transactions over $3,000. Pursuant to Section 5-2-212, Colorado Revised Statute, a seller may impose a processing surcharge in an amount not to exceed 2% of the total payment made for goods or services purchased by use of a credit or charge card.**

d. **If Powers is required to enter into a "paid-when-paid" or "paid-if-paid" contract, Powers shall be provided upon request with the following: (i) legal description of the property (ii) the name, address and representative of the Owner (iii) name, address and representative of the Bonding company if applicable and (iv) evidence of adequate owner project financing.**

e. **Powers is entitled to interest on past due accounts plus attorney fees for collection.**

5) **RETAINAGE IS EXCLUDED ON FURNISH ONLY PROPOSALS.** For Furnish and Install proposals, retainage shall be the lower of 5% or the amount withheld from Contractor by Owner, and in no event shall retainage be held longer than 6 months after substantial completion of Powers' scope of work.

6) Notwithstanding any provision to the contrary, Powers may take all steps reasonably necessary to preserve and enforce its lien and bond rights. All Lien Releases are subject to subsequent collection of Retainage.

7) Powers is entitled to reasonable additional compensation for all extra work performed at the direction of the Contractor.

8) For furnish only scopes, Powers is not responsible for protection of materials after delivery and receipt at the jobsite. On furnish and install scopes, Powers is not responsible for protection of installed work-in-place after substantial completion of said scope.

9) Powers shall have no liability for consequential damages. Contractor may not assert or withhold liquidated or other delay damages except to the extent (i) such damages have been assessed and paid by Contractor to the Owner (ii) any such delays are caused solely by Powers and (iii) such damages have been assessed specifically on account of such delays caused solely by Powers.

10) Disputes, if any, shall be governed by, and conducted within, the State where the project is located.

11) Any indemnification or hold harmless provision shall extend only to that part or proportion of any claim, damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible.

12) Notwithstanding any provision to the contrary, Powers shall maintain the types and limitations of insurance as summarized below. Amendments or additions may incur additional costs. Insurance Certificate and Additional Insured Endorsements shall be provided on Standard Acord Format. Other forms may incur additional costs. If differences exist between the summary below and the actual certificate of insurance, the actual certificate shall govern. Powers does not provide Pollution Liability or Professional Liability coverage.

Type of Insurance Coverage	Limit (Each Occurrence / Aggregate)
General Liability	$1,000,000 / $2,000,000
General Liability: Products and Completed Operations	$1,000,000 / $2,000,000
Umbrella	$5,000,000 / $5,000,000
Workers Compensation	$1,000,000 / $1,000,000
Automobile and Personal Injury	$1,000,000
Professional Liability / Pollution Liability	$1,000,000 / $2,000,000

COMMERCIAL ENTERPRISES, Inc.

8309 Washington Place NE
Albuquerque, NM 87113
Phone 505-890-5300
Fax 505-890-5126
Contractor's License 52729
Department of Labor Reregistration #89452011615
Small Disadvantage Business Certified

April 29, 2025 **Bid #046**

Subject: La Familia – 1035 Alto St, Santa Fe, NM 87501

We propose to furnish and install the following section items, furnishing all labor, material, necessary plant, equipment, and labor taxes to do a complete job in every respect, and in a professional workman-like manner:

Plan date: Field Verify Dimensions

INCLUDE:

- Scaffold
- Parapets + 8" Finish Face of Building
- Back of parapet skim and finish
- Acrylic Pail Finish

Bond Rate: 1½%
Small Disadvantage Business Certified

Bid $139,800.00

EXCLUSIONS:
Tax, bond, shop drawings, engineering, dumpsters, all wood, exterior sealant, sheet metal flashing, temporary facilities such as water, light, heat, power and weather protection at no cost to us.

This proposal is subject to change if not accepted within 30 days.

Respectfully submitted,

Abieezer Moreno

Abieezer Moreno

La Familia Bid Abstract-combined

Final Audit Report 2025-06-13

Created:	2025-06-12
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0UcKXSW8tISxxgHTTIzxNaVR3wZJCAJa

"La Familia Bid Abstract-combined" History

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2025-06-12 - 7:17:10 PM GMT

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2025-06-12 - 8:26:06 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-06-12 - 8:31:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-06-12 - 8:31:05 PM GMT

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2025-06-12 - 8:31:21 PM GMT

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2025-06-12 - 8:39:04 PM GMT- IP address: 104.47.65.254

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2025-06-12 - 8:41:32 PM GMT

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2025-06-12 - 8:41:39 PM GMT- IP address: 20.159.64.152

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Signature Date: 2025-06-13 - 9:35:08 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-06-13 - 9:35:08 PM GMT

GB Packet_TLC_LaFamilia_Replace EMS_ $220k

Final Audit Report 2026-06-29

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By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
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Transaction ID:	CBJCHBCAABAA56LJJO5SKQYHjSLN2FLThKTIT55oeVfe
Documents:	GB Packet_TLC_LaFamilia_Replace EMS_$220k.pdf (155 pages)
Number of Documents:	1
Document page count:	155
Number of supporting files:	0
Supporting files page count:	0

"GB Packet_TLC_LaFamilia_Replace EMS_$220k" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
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2026-06-26 - 4:10:11 PM GMT

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2026-06-26 - 4:10:24 PM GMT- IP address: 51.54.38.112

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2026-06-29 - 5:36:08 PM GMT

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2026-06-29 - 9:10:11 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2026-06-29 - 9:15:25 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.

2026-06-29 - 9:15:25 PM GMT

GB_Packet_TLC_LaFamilia_Replace_EMS_$229k

Final Audit Report 2026-07-01

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By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
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Documents:	GB_Packet_TLC_LaFamilia_Replace_EMS_$229k.pdf (171 pages)
Number of Documents:	1
Document page count:	171
Number of supporting files:	0
Supporting files page count:	0

"GB_Packet_TLC_LaFamilia_Replace_EMS_$229k" History

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2026-06-30 - 2:29:12 PM GMT

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Form filling Date: 2026-06-30 - 2:29:31 PM GMT - Time Source: server- IP address: 98.60.118.215 - Signature Appearance Selected: TYPE

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2026-06-30 - 5:54:52 PM GMT- IP address: 104.47.65.254

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Signature Date: 2026-06-30 - 5:56:56 PM GMT - Time Source: server- IP address: 63.232.20.129 - Signature Appearance Selected: IMAGE

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2026-06-30 - 5:57:14 PM GMT

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2026-06-30 - 8:55:44 PM GMT- IP address: 63.232.20.2

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2026-06-30 - 8:59:45 PM GMT

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

Signature Date: 2026-07-01 - 8:41:14 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-01 - 8:41:14 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: June 30, 2026

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

From: P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E. 06/30/2026

Via: Michael Dozier, Wastewater Management Division Director 06/30/2026

Via: Jesse Roach, Interim Public Utilities Director 06/30/2026

Subject: On-Call HVAC Installation and Maintenance Contract

Vendor Name: AnchorBuilt, Inc.

Munis Vendor Number: 9672

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a construction contract in the total amount of $1,000,000.00 over a four-year term with an estimated amount per year of $250,000 for On-Call HVAC Installation and Maintenance Services with AnchorBuilt, Inc.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $250,000.00 from the Wastewater Enterprise Fund to Service Contracts.

CONTRACT NUMBER:

The FY27 Munis contract number is 3260456

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call HVAC Installation and Maintenance services by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new installation services and material for buildings throughout the Paseo Real Wastewater Reclamation Facility.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: 5000361 – Wastewater Operations/Admin

Munis Object Name/Number: 510310 – Service Contracts

Budget Officer / Designee: Andy Hopkins **Date:** 06/30/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

FY26-COCITB-084 – On Call HVAC Installation and Maintenance Services, two awards.

AP
AP

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/01/2026

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 Service List

Blanket Determination
CONSTRUCTION CONTRACT
Vendor’s Bid SHEET
BID TAB
Certificate of Liability Insurance (COI)

CITY OF SANTA FE

CONSTRUCTION CONTRACT

#3260456

On-Call HVAC Installation and Maintenance

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **AnchorBuilt 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

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

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:
The Contractor shall perform all the work required by the Contract Documents for *On-Call HVAC Installation and Maintenance (Bid Number FY26-COCITB-084)*
On-Call HVAC Supply, Repair, Installation and Maintenance as described in the Contract Documents.
The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions.
The Contractor shall be responsible for all permits, bonds, Workforce Solutions requirements, fees, and State inspections associated with the construction.

B. Project:

1. GENERAL REQUIREMENTS: The City of Santa Fe, Public Utilities Department, Wastewater Management Division requires preventive maintenance and repair services for all Heating, Ventilation, and Air Conditioning (HVAC) mechanical systems at the Paseo Real Wastewater Reclamation Facility and remote sites. Contractor shall provide all necessary labor, materials, and equipment to perform a comprehensive range of scheduled, unscheduled, and emergency preventive maintenance and repair services for all HVAC equipment, including auxiliary systems. This is a full-service contract requiring preventative maintenance, repair, replacement, and new installation of HVAC equipment and plumbing systems. Contractor shall ensure a high level of service and strive to maintain 100% operational reliability of all HVAC systems within the scope of this contract. Contractors shall provide a qualified labor force capable of performing all maintenance services in accordance with manufacturer specifications, original equipment design criteria, and industry-standard maintenance practices. Contractor shall adhere to maintenance frequencies as outlined in the manufacturer's recommendations.

2. OTHER: All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards and in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ). Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. It may also include demolition and abatement projects. Wastewater reserves the right to procure specialty services directly from Statewide Price Agreements and other sources and shall be coordinated by the Contractor. Wastewater reserves the right to obtain quotes from multiple vendors covered under this Agreement and award a project to a contractor based on the quotes. Wastewater reserves the right to provide a escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services. Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

3. CONTRACTOR: All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement.

Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services. The Contractor shall agree to provide required labor within 24 hours for emergency situations. Subcontractors of work is allowed and shall have prior approval by Wastewater. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request. There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

II. COMPENSATION

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. For the services [or goods] described in the scope of work, the City agrees to pay the Contractor $924,321.00 exclusive of Gross Receipt Tax (GRT). The GRT on this contract is levied at the rate of 8.1875% equaling $75,678.80. The total compensation for this Contract, including GRT is $1,000,000.00.

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.

III. TERM

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

IV. 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.

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

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

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

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

V. 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.

VI. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a

result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

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

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

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

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

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 "Termination" herein, or to agree to the reduced funding.

XV. CHANGE ORDERS

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

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

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

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   a. the name of the person requesting the change;
   b. a summary of the required change;
   c. the start date for the change;
   d. the reason and necessity for change;
   e. the elements to be altered; and
   f. the impact of the change.
2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of the **ITB,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

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. OTHER INSURANCE

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

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 indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

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 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.

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 affect-ed 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Wastewater Management P. Fred Heerbrandt, P.E. 73 Paseo Real Santa Fe, NM 87507 pfheerbrandt@santafenm.gov 505-955-4623	**To the Contractor** AnchorBuilt Inc. Raymond Zamora, Sr. 104 Sin Nombre Court, NE Albuquerque, NM 87113 Ray.Zamora@anchorbuilt.com 505-342-2452

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 into a binding contract.

XXIX. PROGRESS PAYMENTS

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

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

XXX. FINAL PAYMENT

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

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement

of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

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

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

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

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

E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

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

H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

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

K. Certificates and Documents Incorporated. All certificates and documentation required by the

L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

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

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

[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:
ANCHORBUILT INC.

_____

RAYMOND ZAMORA, PRESIDENT

DATE: 06/26/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos D. Martínez
Marcos D. Martínez (Jun 26, 2026 14:36:40 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

_____ 07/01/2026

MONICA MAESTAS, FINANCE DIRECTOR

Exhibit A

Exhibit A - AnchorBuilt Price Schedule				
Line Iter	Description	Quantity	Unit of Mea	Unit Cost
1	Superintendent - Regular Hourly Rate - Projects Under $60,000	1	hour	$80.00
2	Superintendent - Overtime Hourly Rate - Projects Under $60,000	1	hour	$80.00
3	Journeyman - Regular Hourly Rate - Projects Under $60,000	1	hour	$80.00
4	Journeyman - Overtime Hourly Rate - Projects Under $60,000	1	hour	$90.00
5	Laborer - Regular Hourly Rate - Projects Under $60,000	1	hour	$53.00
6	Laborer - Overtime Hourly Rate - Projects Under $60,000	1	hour	$57.00
7	Superintendent - Regular Hourly Rate - Projects Over $60,000	1	hour	$80.00
8	Superintendent - Overtime Hourly Rate - Projects Over $60,000	1	hour	$80.00
9	Journeyman - Regular Hourly Rate - Projects Over $60,000	1	hour	$85.00
10	Journeyman - Overtime Hourly Rate - Projects Over $60,000	1	hour	$95.00
11	Laborer - Regular Hourly Rate - Projects Over $60,000	1	hour	$53.00
12	Laborer - Overtime Hourly Rate - Projects Over $60,000	1	hour	$57.00
13	Discount off Materials. Enter 0 if no discount is offered	1	%	$0.00
14	Temporary Fencing, Rental Rate	1	/day	$2.00
15	Sanitary/Toilet Facilities, Rental Rate	1	/day	$8.50

ANCHORBUILT- HVAC CONTRACT_CoSF

Final Audit Report 2026-06-26

Created:	2026-06-26
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYXnav8cJX5chh8g6Nhn3nAqYnBI9oM0A
Documents:	ANCHORBUILT- HVAC CONTRACT_CoSF.pdf (14 pages)
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Document page count:	14
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Agreement completed.
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Labor Rate Schedule					All-Rite Construction Inc.		AnchorBuilt Inc.		B&D Industries, Inc.		Builders Tech. NM LLC		Conti Energy Controls, LLC		PC Automated Controls, Inc.		RM-MCI LLC		Western Mechanical Co.		Wizer Electric LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Superintendent - Regular Hourly Rate - Projects Under $60,000	1	hour	$100.00	$100.00	$80.00	$80.00	$135.00	$135.00	$95.00	$95.00	$115.00	$115.00	$175.62	$175.62	$135.00	$135.00	$135.00	$135.00	$80.00	$80.00
X	2	Superintendent - Overtime Hourly Rate - Projects Under $60.000	1	hour	$100.00	$100.00	$80.00	$80.00	$165.00	$165.00	$142.50	$142.50	$172.50	$172.50	$258.74	$258.74	$202.00	$202.00	$202.00	$202.00	$120.00	$120.00
X	3	Journeyman - Regular Hourly Rate - Projects Under $60,000	1	hour	$100.00	$100.00	$80.00	$80.00	$130.00	$130.00	$75.00	$75.00	$105.00	$105.00	$157.57	$157.57	$120.00	$120.00	$95.00	$95.00	$75.00	$75.00
X	4	Journeyman - Overtime Hourly Rate - Projects Under $60,000	1	hour	$100.00	$100.00	$90.00	$90.00	$160.00	$160.00	$112.50	$112.50	$157.50	$157.50	$231.67	$231.67	$180.00	$180.00	$142.00	$142.00	$113.00	$113.00
X	5	Laborer - Regular Hourly Rate - Projects Under $60,000	1	hour	$100.00	$100.00	$53.00	$53.00	$100.00	$100.00	$45.00	$45.00	$77.90	$77.90	$99.62	$99.62	$75.00	$75.00	$75.00	$75.00	$45.00	$45.00
X	6	Laborer - Overtime Hourly Rate - Projects Under $60,000	1	hour	$100.00	$100.00	$57.00	$57.00	$130.00	$130.00	$67.50	$67.50	$116.85	$116.85	$144.74	$144.74	$112.00	$112.00	$112.00	$112.00	$68.00	$68.00
X	7	Superintendent - Regular Hourly Rate - Projects Over $60.000	1	hour	$100.00	$100.00	$80.00	$80.00	$140.00	$140.00	$90.00	$90.00	$115.00	$115.00	$213.85	$213.85	$145.00	$145.00	$135.00	$135.00	$125.00	$125.00
X	8	Superintendent - Overtime Hourly Rate - Projects Over $60.000	1	hour	$100.00	$100.00	$80.00	$80.00	$165.00	$165.00	$135.00	$135.00	$172.50	$172.50	$316.07	$316.07	$217.50	$217.50	$202.00	$202.00	$188.00	$188.00
X	9	Journeyman - Regular Hourly Rate - Projects Over $60,000	1	hour	$100.00	$100.00	$85.00	$85.00	$140.00	$140.00	$70.00	$70.00	$105.00	$105.00	$191.37	$191.37	$135.00	$135.00	$95.00	$95.00	$105.00	$105.00
X	10	Journeyman - Overtime Hourly Rate - Projects Over $60,000	1	hour	$100.00	$100.00	$95.00	$95.00	$165.00	$165.00	$105.00	$105.00	$157.50	$157.50	$282.37	$282.37	$202.50	$202.50	$142.00	$142.00	$158.00	$158.00
X	11	Laborer - Regular Hourly Rate - Projects Over $60,000	1	hour	$100.00	$100.00	$53.00	$53.00	$105.00	$105.00	$40.00	$40.00	$77.90	$77.90	$120.37	$120.37	$85.00	$85.00	$75.00	$75.00	$65.00	$65.00
X	12	Laborer - Overtime Hourly Rate - Projects Over $60.000	1	hour	$100.00	$100.00	$57.00	$57.00	$135.00	$135.00	$60.00	$60.00	$116.85	$116.85	$175.87	$175.87	$127.50	$127.50	$112.00	$112.00	$98.00	$98.00
X	13	Discount off Materials. Enter 0 if no discount is offered	1	%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.00	$15.00	$0.00	$0.00	$10.00	$10.00	$0.00	$0.00	$.15	$.15	No Bid	No Bid
X	14	Temporary Fencing, Rental Rate	1	/day	No Bid	No Bid	$2.00	$2.00	$60.00	$60.00	$25.00	$25.00	No Bid	No Bid	No Bid	No Bid	$125.00	$125.00	No Bid	No Bid	No Bid	No Bid
X	15	Sanitary/Toilet Facilities, Rental Rate	1	/day	$425.00	$425.00	$8.50	$8.50	$20.00	$20.00	$35.00	$35.00	No Bid	No Bid	No Bid	No Bid	$50.00	$50.00	No Bid	No Bid	$10.50	$10.50
		Total				**$1,625.00**		**$900.50**		**$1,750.00**		**$1,112.50**		**$1,489.50**		**$2,377.86**		**$1,911.50**		**$1,522.15**		**$1,250.50**

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

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

DEPARTMENT / DIVISION NAME	DATE
PUBLIC UTILITIES/ WASTEWATER	6/29/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WASTEWATER OPERTIONS/ADMIN-SERVICE CONTRACTS	5000361	510310		250,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 250,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Transfering funds from WW enterprise cash to Service Contracts account. Please when posting add Anchorbuilt. Pleae look at memo for more detail.

On-call HVAC instalation and maintenance

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
WWMD Enterprise Fund	(250,000)
TOTAL:	**(250,000)**

Linda Macallister — 6/29/2026
Prepared By *{print name}* — Date

06/30/2026
Division Director Signature *{optional}* — Date

06/30/2026
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 06/30/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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

Profession 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

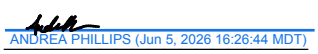
If you are unsure whether another type of determination is required, or which type applies, please contact **Purchasing via email purchasing@santafenm.gov or Teams (link below)** for guidance before proceeding.

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



Date: 06/05/2026

Blanket Services Determination V4 FY26-FY27 Final

Final Audit Report 2026-06-05

Created:	2026-06-05
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADLqMyGAem5jy5Wocdbfnanoeaw1taO0M
Documents:	Blanket Services Determination V4 FY26-FY27 Final.docx (9 pages)
Number of Documents:	1
Document page count:	9
Number of supporting files:	0
Supporting files page count:	0

"Blanket Services Determination V4 FY26-FY27 Final" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-05 - 10:23:16 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
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Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-06-05 - 10:24:25 PM GMT

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Signature Date: 2026-06-05 - 10:24:35 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-06-05 - 10:25:23 PM GMT- IP address: 104.47.64.254

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-06-05 - 10:26:44 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-06-05 - 10:26:44 PM GMT

Powered by Adobe Acrobat Sign

Signature:

Email: lmmacallister@santafenm.gov

Blanket Services Determination V4 FY26-FY27 Final - signed

Final Audit Report 2026-06-29

Created:	2026-06-29
By:	Linda Macallister (lmmacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87IFqm-mDHXznHNFD91BTa1OxR-aRK3s
Documents:	Blanket Services Determination V4 FY26-FY27 Final - signed.pdf (10 pages)
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

"Blanket Services Determination V4 FY26-FY27 Final - signed" History

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2026-06-29 - 3:07:05 PM GMT- IP address: 63.232.20.2

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2026-06-29 - 3:08:45 PM GMT

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2026-06-29 - 3:08:56 PM GMT- IP address: 51.54.38.123

Document e-signed by Linda Macallister (lmmacallister@santafenm.gov)
Signature Date: 2026-06-29 - 3:09:24 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-29 - 3:09:24 PM GMT

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Client#: 1144006 ANCHOINC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Audry Eagle	
USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 505 262-2621	FAX (A/C, No):
	E-MAIL ADDRESS: Audry.Eagle@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : Builders Trust of New Mexico	99999
INSURER D : Valley Forge Insurance Company	20508
INSURER E :	
INSURER F :	

INSURED
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125-7688

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/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6080684959	03/10/2026	03/10/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:250						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	X	X	6080684962	03/10/2026	03/10/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6080684976	03/10/2026	03/10/2027	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WC1000003908	03/10/2026	03/10/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$2,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$2,000,000
A	Stored Material			6080684959	03/10/2026	03/10/2027	*See Desc Of Ops	
D	HAPD			6080684962	03/10/2026	03/10/2027	*See Desc Of Ops	
A	Leased/Rented Eq			6080684959	03/10/2026	03/10/2027	*See Desc Of Ops	

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

Insurer A - Stored Material - Limit $750,000; Deductible $2,500 - Temp Storage - Limit $300,000
Insurer D- HAPD - Limit $75,000 - Compensation Deductible $500; Collison Deductible $500
Insurer A - Leased and Rented Equipment - Limit $500,000; Deductible $1,000
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, and Workers' Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. Aggregate limits apply per project. The General Liability, Automobile Liability, and Workers Compensation are in the underlying schedule of the Umbrella policy.

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

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

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

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

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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GB ANCHROBUILT PACKET HVAC #3

Final Audit Report 2026-06-30

Created:	2026-06-30
By:	Linda Macallister (lmmacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAn1Zg1BZpMbzIqEuPzp9LEg9lr47Jx1pM
Documents:	Purchasing_Memo AnchorBuilt HVAC.docx (3 pages) ANCHORBUILT- HVAC CONTRACT legal signed.pdf (15 pages) HVAC BID TAB ALL.xlsx (1 page) anchorbuilt BAR 250,000.xls (1 page) Blanket Services Determination V4 FY26-FY27 Final - signed - signed.pdf (12 pages) anchor COI.pdf (23 pages)
Number of Documents:	6
Document page count:	55
Number of supporting files:	0
Supporting files page count:	0

"GB ANCHROBUILT PACKET HVAC #3" History

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Agreement completed.

2026-06-30 - 5:57:30 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 26, 2026

To: Governing Body

From: Sebastian Gallegos, Airport Project Manager SEBASTIAN GALLEGOS (Jun 9, 2026 08:41:40 MDT)

Via: Jimmy Gunn, Interim Airport Director Jimmy gunn (Jun 9, 2026 09:26:09 MDT)
James Garduno, Airport Project Manager JAMES GARDUNO (Jun 9, 2026 09:14:48 MDT)

Subject: Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

Vendor Name: Heads Up Contractors, LLC

Vendor Number: 11517

ACTION:
Request for Approval of a General Services Contract with Heads Up Contractors, LLC in the Total Amount of $1,081,875.00 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten (10) Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

CONTRACT NUMBER:
The FY26 Munis Contract Number is 3260425.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport serves as a critical transportation hub for northern New Mexico, supporting commercial air service, general aviation, and essential public services. As airport operations continue to grow, maintaining safe, accessible, and visually appealing facilities is essential to meeting regulatory requirements, operational standards, and passenger expectations. Due to the Airport's high-desert climate, seasonal conditions present unique maintenance challenges. During warmer months, routine landscaping is required to control vegetation growth, maintain clear sightlines, reduce wildlife attractants, and ensure compliance with FAA safety guidelines. Proper grounds maintenance also contributes to the overall aesthetic quality of the Airport, reinforcing a positive first impression for visitors and the traveling public. In winter months, snow and ice accumulation can significantly impact airfield operations, roadway access, and pedestrian safety. Timely and effective snow removal and ice control are critical to maintaining continuous operations, minimizing delays, and ensuring safe access to terminal facilities, parking areas, and support infrastructure. Rapid response is particularly important given the variability and unpredictability of winter weather events in the region. Establishing on-call landscaping and snow/ice control services provides the Airport with the flexibility to respond efficiently to changing conditions without maintaining a full-time, in-house workforce for these seasonal and event-driven needs. This approach ensures that qualified personnel and specialized equipment are readily available to support operational continuity, safety, and regulatory compliance throughout the year. Overall, procuring on-call services for landscaping and snow/ice control is a necessary and cost-effective measure to support the Airport's mission of providing safe, reliable, and high-quality service to the public.

ATTACHMENTS:

General Services Contract
Bid
Certificate of Insurance
Horizons Service List
CPO Determination/Blanket List

PRIOR APPROVALS AND SUPPORTING INFORMATION:
FUNDING SOURCE:
Fund Name/Number:
Munis Org Name/Number: 5456050
Munis Object Name/Number: 510310

Budget Officer/Designee: Andy Hopkins Date: 06/29/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was ITB# FY26-ITB-037

AP
AP
Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 06/30/2026
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: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

CITY OF SANTA FE

GENERAL SERVICES CONTRACT

Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Heads Up Landscape Contractors, LLC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

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

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

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

This Scope of Work outlines year-round grounds maintenance services for The Santa Fe Regional Airport ("Airport") to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security.

- The Contractor's personnel must pass background checks and comply with TSA and Airport security regulations where required.
- All work will be conducted with minimal disruption to Airport operations, passengers, and staff.
- Work zones must be properly secured, with warning signage and coordination with Airport operations or facilities departments.

A. Landscape and Irrigation Maintenance shall at a minimum meet the following criteria:

- Remove low-hanging or dead branches that obstruct visibility, signage, or pose hazards to vehicles or pedestrians.
- Inspect and test all irrigation zones monthly during the operating season.
- Perform basic repairs (e.g., head adjustments, minor leaks).
- Coordinate major repairs with Airport facilities personnel.
- Collect and dispose of all plant litter, trash, or debris on each site visit.
- Remove trees as directed by the Airport Director or the Airport Director's designee ("Airport Director") using equipment and personnel experienced in working near sensitive infrastructure.
- Grind stumps 6–12 inches below grade unless otherwise directed.
- Backfill and restore disturbed areas with soil and seed or mulch.
- Provide 24/7 emergency response service for fallen or storm-damaged trees.
- Must respond within 4 hours of notification from Airport staff.
- Trim shrubs and ornamental grasses to maintain shape and safety clearance.
- Maintain beds free of litter, weeds, and encroachments.
- Apply herbicides and insecticides in accordance with FAA-approved materials lists and environmental guidelines.
- Prevent invasive vegetation near fencing around the airfield, signage, and utilities.
- All sidewalks shall be blown off and cleared of all debris.
- Excavation and removal of debris and fallen plant material in and around buildings, roads and parking areas.
- Erosion control - when needed around buildings and airfield and the fenceline around the airfield.

- Storm water management.
- Fine grading - all roads and parking areas not paved within the airport boundaries.
- Green waste/waste disposal - there is an onsite green waste disposal area.

B. Snow and Ice Control shall at a minimum meet the following criteria:

- Monitor weather forecasts and initiate pre-treatment with salt/brine for incoming winter weather.
- Plow and clear areas outside the airfield fence including parking lots, roadways, walkways, loading zones, employee access routes, and administrative building entries.
- Avoid snow discharge near stormwater inlets, fire hydrants, ADA ramps, or security gates.
- All pedestrian areas shall be cleared to bare pavement condition.
- Apply deicer to prevent refreezing.
- Use airport-approved, non-corrosive deicing products as directed by the Airport Director.
- Do not use rock salt or chloride-based materials on concrete less than one year old or near sensitive infrastructure.
- Snow hauling off of Airport property must be approved in writing by the Airport Director.

C. Performance standards shall meet the following criteria:

- Landscaped areas must appear healthy, weed-free, and professionally maintained.
- Snow and ice removal shall begin within 2 hours of event start or accumulation.
- No disruption to airport operations is permitted without prior approval by the Airport Director, which shall not be unreasonably withheld or denied.

D. Scheduling and Frequency:

- Landscape and Irrigation Maintenance shall be conducted at least monthly, and more frequently as needed to comply with other standards set forth herein.
- Snow and Ice Control shall begin within two (2) hours after event start or accumulation.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit A.

For the services satisfactorily performed as described in the scope of work, the City agrees to pay the contractor an amount not to exceed $1,000,000.00 for services rendered. The services in the contract include Gross Receipts Tax (GRT). The GRT on this contract is levied pursuant to New Mexico law, currently at the rate of 8.1875% equaling $81,875.00. The total not to exceed compensation for the contract including GRT is $1,081,875.00.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. Termination

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

B. Notice: City Opportunity to Cure.

1. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

7. 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 the "Termination" article herein, or to agree to the reduced funding.

8. Status of Contractor

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

9. 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.

10. 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.

11. 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.

12. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. Records and Audit

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. Appropriations

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to

terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. Release

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

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

19. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the FY26-ITB-037 - Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. Notice

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

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

24. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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.

26. 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.

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to the "Indemnification" article of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. 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.

30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. Inspection of Services

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

2. reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

2. terminate the contract for default.

32. Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

C. Broader Coverage And Limits 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.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. 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.

35. 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.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1. give the Contractor prompt written notice within 48 hours of any claim;

2. allow the Contractor to control the defense of settlement of the claim; and

3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

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

3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" article of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" article of this Contract.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:	**To the Contractor:**
Sebastian Gallegos Project Manager 121 Aviation Drive Santa Fe, NM 87507 sfgallegos@santafenm.gov 505-695-3538	Heads Up Landscape Catherine Howle 1 A Crouch Ct, YS Santa Fe Branch Office chowle@yellowstonelandscape.com (505) 810-3121

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICAHEL GARICA, MAYOR

CONTRACTOR:
HEADS UP LANDSCAPE CONTRACTORS LLC

Catherine Howle
Catherine Howle (May 11, 2026 09:32:31 MDT)

CATHERINE HOWLE
BUSINESS DEVELOPMENT MANAGER

DATE: May 11, 2026

NMBTIN: 84-2484507

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (May 12, 2026 14:09:33 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jul 2, 2026 10:18:12 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

City of Santa Fe, NM
Airport
Jimmy Gunn, Airport Director
200 Lincoln Avenue, Santa Fe, NM 87501

EXECUTIVE SUMMARY

ITB No. FY26-ITB-037

Santa Fe Reginal Airport Landscaping, Maintenance, and Snow Removal

RESPONSE DEADLINE: January 30, 2026 at 2:00 pm

Report Generated: Tuesday, May 26, 2026

SOLICITATION OVERVIEW

Project Title	Santa Fe Reginal Airport Landscaping, Maintenance, and Snow Removal
Project ID	FY26-ITB-037
Project Type	Invitation to Bid
Release Date	November 25, 2025
Due Date	January 30, 2026
Procurement Agent	Kathy Sanchez
Project Description	The City of Santa Fe is seeking bids for the provision of The City of Santa Fe is seeking bids for the provision of: Landscape Maintenance and Snow Removal. This Scope of Work outlines year-round grounds maintenance services for The Santa Fe regional Airport. The objective is to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security. .

1. TERMS AND CONDITIONS

A. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in the manufacturing process, and then only to the extent, if any, specified in this order.

B. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received, except for ordinary wear, tear, and modifications ordered hereunder.

C. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

D. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under the resultant contract shall be covered by the most favorable commercial warranties offered by the Contractor. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

E. **Taxes:** Price shall not include New Mexico State Business Tax Identification Number (NMBTIN) (formerly known as gross receipts tax) or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.

F. **Packing, Shipping, and Invoicing:** The Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the Requesting Department must be notified. Freight/shipping costs shall be prepaid by the vendor, added at time of invoicing, and shown as a separate line item to be paid by user. Using agency shall only pay exact courier costs, without a markup.

   1. The City's Purchase Order/Contract number and the Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading, and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by packing tickets.

   2. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.

   3. Invoices must be submitted to the Requesting Department and NOT to CPD.

G. **Non-Collusion:** In signing this ITB and/or submitting electronically, the Contractor certifies they have not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with the bid submitted to CPD.

H. **Default:** The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order 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 City, 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 of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

I. **Nondiscrimination:** Contractor doing business with the City must follow the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

J. **Penalties:** NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

K. **Payment Provisions: All payments under this Contract are subject to the following provisions.**

1. **Acceptance** - In accordance with Section NMSA 1978, Section 13-1-158, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

2. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due

within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

L. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

M. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for their employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

N. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Requesting Department are considered material to any work performed under this Contract. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

O. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this 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 Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Contract shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

P. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

SOLICITATION STATUS HISTORY

Date	Changed To	Changed By
Sep 4, 2025 2:38 PM	Draft	Kathy Sanchez
Nov 25, 2025 2:15 PM	Review	Kathy Sanchez
Nov 25, 2025 2:16 PM	Final	Kathy Sanchez

Date	Changed To	Changed By
Nov 25, 2025 2:16 PM	Post Pending	Kathy Sanchez
Nov 25, 2025 2:17 PM	Open	Kathy Sanchez
Jan 30, 2026 2:00 PM	Pending	OpenGov Bot
Jan 30, 2026 2:24 PM	Evaluation	Kathy Sanchez
Feb 2, 2026 1:59 PM	Pending	Kathy Sanchez
Feb 2, 2026 4:50 PM	Evaluation	Kathy Sanchez

PROPOSALS RECEIVED

Status	Vendor	Contact Info	Submission Date
Submitted	Carrasco Project Management CPM	Sandra Carrasco ed20010603@gmail.com (505) 501-3195	Jan 30, 2026 12:53 PM
Submitted	Cassidy's Landscaping Inc	Bill Cassidy bill@cassidyslandscaping.com (505) 474-4500	Jan 30, 2026 1:29 PM
Submitted	DZ Tree LLC	Dustin Johnson dwj7103@gmail.com (505) 484-9031	Jan 27, 2026 5:47 AM
Submitted	Heads Up Landscape	Catherine Howle chowle@yellowstonelandscape.com (505) 810-3121	Jan 28, 2026 10:20 AM
Submitted	J&B Gardens LLC	Brenda Ramos Almeida brenda@jbgardensnm.com (505) 795-8345	Dec 3, 2025 8:13 PM
Submitted	LR Aquisition, LLC	Renee Guerrero renee.g@tlrnm.com	Jan 12, 2026 8:20 AM

Status	Vendor	Contact Info	Submission Date
Submitted	Mark A. Lopez Development Inc.	David Montoya david@mldvets.com (303) 999-9201	Jan 29, 2026 8:10 AM
Submitted	Relentless Roofing and Construction LLC	Steven Fierro smfierro@relentlessnm.com (505) 967-7483	Dec 4, 2025 8:44 PM
Submitted	Steamer Inc	Kristen Vernon accounting@proscapenm.com	Dec 5, 2025 2:11 PM
Submitted	yaneztone llc	victor yanez victoryanez84@msn.com (505) 699-0616	Nov 26, 2025 3:23 PM

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Carrasco Project Management CPM	Cassidy's Landscaping Inc	DZ Tree LLC	Heads Up Landscape	J&B Gardens LLC	LR Aquisition, LLC	Mark A. Lopez Development Inc.	Relentless Roofing and Construction LLC	Steamer Inc
Financial Interest	Pass								
Specify by name	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response
NM Gross Receipts Tax # (NMBTIN)	Pass								
Payment Terms	Pass								

Question Title	Carrasco Project Management CPM	Cassidy's Landscaping Inc	DZ Tree LLC	Heads Up Landscape	J&B Gardens LLC	LR Aquisition, LLC	Mark A. Lopez Development Inc.	Relentless Roofing and Construction LLC	Steamer Inc
Contractor's Delivery	Pass								
Any information pertaining to your bid and/or New Mexico State Resident Certification can be uploaded here.	Pass		No Response		No Response	No Response	No Response	No Response	No Response

Question Title	yaneztone llc
Financial Interest	
Specify by name	No Response
NM Gross Receipts Tax # (NMBTIN)	
Payment Terms	
Contractor's Delivery	
Any information pertaining to your bid and/or New Mexico State Resident Certification can be uploaded here.	No Response

QUESTIONS AND ANSWERS

Approved, Unanswered Questions

Approved, Answers Provided

1. No subject

Dec 1, 2025 12:53 PM

Question: 1. The RFP mentions Snow and Ice control, but the "Price Schedule" does not list any of those types of services. Should there be separate pricing for those services? 2. Are we able to bid on just landscaping services and not snow and ice control to be considered for this contract?

Dec 1, 2025 12:53 PM

Answered by Kathy Sanchez: There should be items for the snow and ice control. An amendment will be issued to include those items. The amendment will clarify if this is an all or none bid.

Dec 1, 2025 3:44 PM

2. Contractor's Delivery

Nov 25, 2025 2:42 PM

Question: What do you mean by contractor's delivery? First, time submitting a bid on this portal.

Nov 25, 2025 2:42 PM

Answered by Kathy Sanchez: This question is pertaining to how you plan on delivering the scope of work. The City is looking at a monthly basis for the scope of work to be performed. So you could put "Monthly" or "within 30 days".

Dec 1, 2025 3:12 PM

3. Service Map Request: Defined common areas under this contract

Dec 2, 2025 12:18 PM

Question: Would it be possible to provide a map of the areas that will be serviced under this contract? There are buildings owned by Signature Aviation and other stand-alone buildings at the entry point of the airport that appear to be part of the airport. I would like to confirm if they are/are not included via a service map. This would eliminate confusion by over/under estimating the project.

Dec 2, 2025 12:18 PM

Answered by Sebastian Gallegos: I have attached a Landmap for this Project. this is all "Airport" property, subject to this project.

Dec 2, 2025 4:03 PM

4. Runway and open-field mowing & weed control

Dec 5, 2025 10:45 AM

Question: Confirmation: Is runway (open-space) mowing included in this contract? Based on your provided map, the open space areas around the runways are included within the highlighted boundaries. If the answer is yes, how often are the open-space areas to be mowed/line-trimmed? During growing season at what height is the native grass to be maintained? Is line-trimming required along runway paths? Weed control on asphalted runways: Are crack weeds to be addressed on the runways?

Dec 5, 2025 10:45 AM

Answered by Sebastian Gallegos: As far as the open areas around the runways and taxiways, this would be a very rare occurrence but would be a possibility. Saying this it would be on an on-call basis. in the case we would require services for this, we would maintain it at approximately 2" to 3", we would not request any services on the runways, taxiways, or ramp areas.

Dec 9, 2025 10:13 AM

ADDENDA & NOTICES

ADDENDA ISSUED:

Addendum #1
Dec 2, 2025 3:01 PM
Please use the See What Changed link to view all the changes made by this addendum.

Addendum #2
Dec 9, 2025 11:01 AM
Extend the Bid opening date from December 19, 2025 to January 12, 2026. Please use the See What Changed link to view all other changes made by this addendum.

Addendum #3
Jan 27, 2026 11:00 AM
This amendment is to add question #5 to the Questionnaire Section that will allow vendors to upload any documents needed for their bid.

ADDENDA ACKNOWLEDGEMENTS:

1. Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
yaneztone llc	X	Dec 15, 2025 10:50 PM	Victor Yanez
J&B Gardens LLC	X	Dec 3, 2025 8:07 PM	Brenda Ramos Almeida
Relentless Roofing and Construction LLC	X	Dec 4, 2025 8:28 PM	Steven Fierro
Steamer Inc	X	Dec 5, 2025 2:11 PM	Kristen Vernon
LR Aquisition, LLC	X	Jan 9, 2026 2:29 PM	Renee Guerrero
DZ Tree LLC	X	Dec 5, 2025 7:35 PM	Dustin Johnson
Heads Up Landscape	X	Jan 22, 2026 10:50 AM	Catherine Howle
Mark A. Lopez Development Inc.	X	Jan 29, 2026 7:53 AM	David Montoya
Carrasco Project Management CPM	X	Dec 2, 2025 4:39 PM	Sandra Carrasco

Cassidy's Landscaping Inc	X	Jan 30, 2026 11:42 AM	Bill Cassidy

2. Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
yaneztone llc	X	Dec 15, 2025 10:52 PM	Victor Yanez
J&B Gardens LLC	X	Dec 14, 2025 9:02 PM	Brenda Ramos Almeida
Relentless Roofing and Construction LLC	X	Dec 10, 2025 5:17 PM	Steven Fierro
Steamer Inc	X	Dec 12, 2025 8:40 AM	Kristen Vernon
LR Aquisition, LLC	X	Jan 9, 2026 2:29 PM	Renee Guerrero
DZ Tree LLC	X	Dec 26, 2025 10:05 AM	Dustin Johnson
Heads Up Landscape	X	Jan 22, 2026 10:50 AM	Catherine Howle
Mark A. Lopez Development Inc.	X	Jan 29, 2026 7:53 AM	David Montoya
Carrasco Project Management CPM	X	Dec 10, 2025 1:02 PM	Sandra Carrasco
Cassidy's Landscaping Inc	X	Jan 30, 2026 11:42 AM	Bill Cassidy

3. Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
yaneztone llc			
J&B Gardens LLC	X	Jan 27, 2026 7:11 PM	Brenda Ramos Almeida
Relentless Roofing and Construction LLC	X	Jan 29, 2026 5:20 AM	Steven Fierro
Steamer Inc	X	Jan 29, 2026 8:36 AM	Kristen Vernon
LR Aquisition, LLC			
DZ Tree LLC	X	Jan 27, 2026 1:14 PM	Dustin Johnson
Heads Up Landscape	X	Jan 27, 2026 2:37 PM	Catherine Howle

Mark A. Lopez Development Inc.	X	Jan 29, 2026 7:53 AM	David Montoya
Carrasco Project Management CPM	X	Jan 27, 2026 6:41 PM	Sandra Carrasco
Cassidy's Landscaping Inc	X	Jan 30, 2026 11:42 AM	Bill Cassidy

NOTICES ISSUED:

No Notices issued.

EVALUATION

SELECTED VENDOR TOTALS

Vendor	Total
Heads Up Landscape	$2,639.23
yaneztone llc	$2,901.98
Relentless Roofing and Construction LLC	$3,031.50
J&B Gardens LLC	$4,522.50
Cassidy's Landscaping Inc	$4,596.56
Mark A. Lopez Development Inc.	$4,640.00
Steamer Inc	$4,695.75
DZ Tree LLC	$5,684.95
LR Aquisition, LLC	$6,052.09

Vendor	Total
Carrasco Project Management CPM	$10,833.11

LANDSCAPING

Vendor	Total
Heads Up Landscape	$2,114.17
Relentless Roofing and Construction LLC	$2,351.50
yaneztone llc	$2,901.98
J&B Gardens LLC	$3,677.50
Mark A. Lopez Development Inc.	$3,809.00
Cassidy's Landscaping Inc	$3,915.06
Steamer Inc	$3,980.75
DZ Tree LLC	$4,679.50
LR Aquisition, LLC	$5,161.17
Carrasco Project Management CPM	$9,568.11

SNOW AND ICE CONTROL

Vendor	Total
yaneztone llc	$0.00
Heads Up Landscape	$525.06
Relentless Roofing and Construction LLC	$680.00
Cassidy's Landscaping Inc	$681.50
Steamer Inc	$715.00
Mark A. Lopez Development Inc.	$831.00
J&B Gardens LLC	$845.00
LR Aquisition, LLC	$890.92
DZ Tree LLC	$1,005.45
Carrasco Project Management CPM	$1,265.00

Exhibit A

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Brush Removal	1	Hourly	$73.00
2	Line Trimming	1	Hourly	$73.00
3	Pruning Herbaceous Plants	1	Hourly	$73.00
4	Pruning Woody Plants	1	Hourly	$73.00
5	Mowing	1	Hourly	$73.00
6	Weed Eating	1	Hourly	$73.00
8	Stump Grinding	1	Hourly	$73.00
9	Tree Chipping	1	Hourly	$73.00
10	Fertilization	1	Pound	$15.00
11	Pre-Emergent Weed Control	1	Pound	$1.00
12	Post-Emergent Weed Control	1	Pound	$.14
13	Tree Removal 1" - 3"	1	Each	$73.00
14	Tree Removal, 4" - 7"	1	Each	$73.00
15	Tree Removal 10" - 12"	1	Each	$81.75
16	Hydro Seeding	1	Square Yard	$.28
17	Grading	1	Hourly	$73.00
18	Back Filling	1	Hourly	$73.00
19	Excavation and Removal	1	Hourly	$73.00
20	Erosion Control	1	Hourly	$73.00
21	Superintendent	1	Hourly	$110.00
22	Superintendent Emergency/After Hours	1	Hourly	$110.00
23	Foreman	1	Hourly	$110.00
24	Foreman Emergency/After Hours	1	Hourly	$110.00
25	Experienced Laborer	1	Hourly	$58.00
26	Experienced Laborer Emergency/After Hours	1	Hourly	$110.00
27	Laborer	1	Hourly	$56.00
28	Laborer Emergency/After Hours	1	Hourly	$110.00
29	Irrigation Spring Start-Up	1	Hourly	$110.00
30	Irrigation Winter Shut-Off	1	Hourly	$110.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
31	Snow Plow (On Truck)	1	Hourly	$175.00
32	Snow Plow (On ATV/UTV)	1	Hourly	$0.00
33	Shovel/snow blow pedestrian areas	1	Hourly	$125.00
34	Ice Control - New Deal Deicer	1	Square Yard	$.06
35	Snow hauling off-site	1	Each	$225.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2026
6/23/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1483804 Heads Up Landscape Contractors, LLC P.O. Box 10597 Albuquerque, NM 87184	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE Property and Casualty Insurance Company — 20699 **INSURER B :** Safety National Casualty Corporation — 15105 **INSURER C :** Certain Underwriters at Lloyd's, London **INSURER D :** Aspen Specialty Insurance Company — 10717 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23645627 **REVISION NUMBER:** XXXXXXX

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 CLAIMS-MADE X OCCUR X Pesticide&Herbicide X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	GL6676218	4/1/2026	4/1/2027	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 $
B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - $1M x $1M	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	XEUG72569647 005	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE SIR	$ 10,000,000 $ 10,000,000 $ 25,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	LDS4066360	4/1/2026	4/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	E&O/Prof. Liability Contractor's Pollution	N	N	B0621PYELL003625 ER0144M25	4/21/2025 4/1/2025	10/21/2026 4/1/2027	Limit:$2M/Retention:$50K Occurrence:$3M/Agg:$3M $25K SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Re: Santa Fe Regional airport

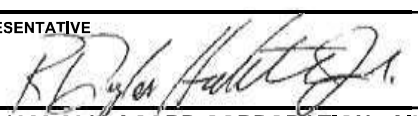
CERTIFICATE HOLDER

23645627
City Of Santa Fe

CANCELLATION See Attachment

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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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

GALLEGOS, SEBASTIAN F.

From: Sandra Lucero <slucero@horizonsofnewmexico.org>
Sent: Friday, July 18, 2025 10:56 AM
To: GALLEGOS, SEBASTIAN F.
Cc: Matt Loehman; Joseph Perez; gblock@horizonsofnewmexico.org
Subject: Re: First right of refusal inquiry

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

Good morning Sebastian,

After some discussion we will respectfully decline inquiry.

We thank you for the opportunity and look forward to working with you in the future.

Have a wonderful weekend!

On Fri, Jul 18, 2025 at 10:42 AM GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov> wrote:

> Good morning, I just wanted to see if you had any update on this Inquiry?
>
> ***Thank you,***
>
> ***Sebastian Gallegos***
>
> ***Project Administrator***
>
> ***Santa Fe Regional Airport***

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

Office

SANTA FE
REGIONAL AIRPORT

From: GALLEGOS, SEBASTIAN F.
Sent: Tuesday, July 15, 2025 4:28 PM
To: Matt Loehman <mloehman@horizonsofnewmexico.org>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>
Subject: First right of refusal inquiry

Good afternoon,

I would like to offer you the first right of refusal, please let me know.

Monthly Landscape Maintenance for new short term and long term

parking lots.

Rake and clean all common gravel. Weeds will be Check weekly.

A non-selective herbicide will be sprayed for densely weeded

areas.

Sidewalks will be blown clear of leaves and debris

Shrubs will be trimmed as necessary to produce a neat and

healthy appearance.

Trees will be trimmed as necessary to produce a neat and healthy

appearance. This will be limited to fourteen feet tall and does not

include major pruning.

Irrigation

All stations will be checked following service to look for:

1. Proper spray pattern 2. Timer operations

3. Broken lines 4. ON/OFF sequence

4. Line leaks 6. Valve operation

Activate in spring, shut down in fall.

Any malfunctions will be reported immediately.

order prior to commencement of our work.

Snow plowing

A. Plow snow from parking lot, entrances and exits when more

than Three inches Has accumulated.

B. To combat the formation of ice uses Scoria. Scoria is not an

ice melt, but acts like a non-skid and also has melting properties.

C. Use ice melt that is safe for concrete however the

use of ice melt over a period of time will affect concrete areas.

Thank you,

Sebastian Gallegos

Project Administrator

Santa Fe Regional Airport

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

Office

SANTA FE
REGIONAL AIRPORT

--

Sandra Lucero
Contracts & Compliance Coordinator
Horizons of New Mexico

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to 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.)
- 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

General Services (continued):

- 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.
- 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

General Services (continued):

- 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
- 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

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
- 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
- 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

Professional Services (Continued):

- 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
- 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.

Professional Services (Continued):

- 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

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)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Randy Lopez, Transmission and Distribution Manager
Bill Schneider PG, Water Resources Manager

MEMO

Date: 7/13/2026

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

From: Jesse Roach, Interim Public Utilities Department Director

ITEM:
Amended and Restated BDD Shared Pool Agreement

BACKGROUND:
In 2021 the City of Santa Fe (City) and Santa Fe County (County) each agreed to a Buckman Direct Diversion (BDD) Shared Pool Agreement (Shared Pool Agreement) to make more efficient use of available water resources by making excess County native water rights in a given year available to the City, in exchange for potential use of some amount of that water by the County in a future year. Since 2021, the Shared Pool Agreement has resulted in an average of around 700 AF per year of extra water available to the City, and a current balance of approximately 1000 AF of City water available to the County in the event of supply disruption at BDD.

A version of the 2021 Shared Pool Agreement signed by both the City and County was not recorded with either Clerk. As a result of this, and desiring to clarify the agreement, the City and County approved an updated Shared Pool Agreement in 2024. Having now completed five years of Shared Pool accounting, the City and County wish to amend the 2024 Shared Pool Agreement to clarify certain provisions regarding accounting of credit balances and costs. For clarity, the 2026 Shared Pool Agreement amends and restates in its entirety the 2024 Shared Pool Agreement. This packet includes the proposed Amended and Restated BDD Shared Pool Agreement as well as a redline showing changes from the 2024 Shared Pool Agreement.

REQUEST:
Governing Body review and approval of the Amended and Restated BDD Shared Pool Agreement.

AMENDED AND RESTATED BUCKMAN DIRECT DIVERSION ("BDD") SHARED POOL AGREEMENT

This BDD Shared Pool Agreement ("Agreement") is between Santa Fe County ("County"), a political subdivision of the State of New Mexico, and the City of Santa Fe ("City"), a New Mexico home-rule municipality (together the "Parties").

Recitals

A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement ("JPA") executed on March 7, 2005.

B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, ("WRA") to address utility-to-utility issues.

C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the "2024 Agreement"), to make more efficient use of the Parties' respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.

D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.

E. This 2026 agreement amends and restates in its entirety the 2024 Agreement.

Agreement

1. Establishment of the BDD Shared Pool. The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties' current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.

2. Deposits into the BDD Shared Pool. The City and County will continue to work together to optimize water right utilization as part of annual water operations planning. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water,

subject to the following conditions and limitations:

a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
b. The quantity diverted may not exceed the quantity made available by the County for that year.
c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

3. **Withdrawals and Deliveries from the BDD Shared Pool.** The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

a. Discretionary Shutdowns. When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 days written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.
b. Non-Discretionary Shutdowns. When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million

gallons per day during a Non-Discretionary shutdown.

c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

4. Accounting of Credit Balance. The Parties shall calculate and maintain an annual running balance ("Annual Water Rights Balance") of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County's Annual Water Rights Balance shall start at zero each calendar year and be increased by the quantity of County water rights diverted for the City and reduced by the amount of City water rights diverted for the County during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. Water deliveries from the City's Independent Water System are accounted separately from the Annual Water Rights Balance deposit or withdrawal process. *See Appendix A.* After all deposits and withdrawals are calculated at the end of each calendar year and added to the prior year's carryover balance, the County's BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

5. Cost Accounting and Billing.

a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.

b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid $402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of $288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during BDD

shutdowns, the County will pay the City for wheeling the water through the City system based on the charges specified in the 2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. If during a Non-Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling charges.

6. **WRA Unaffected.** This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

7. **Term.**

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

8. **Amendment**. This Agreement may be modified only by a written amendment signed by the Parties.

9. **Dispute Resolution.** The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

10. **Entire Agreement.** This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

12. **Law.** The laws of the State of New Mexico shall govern this Agreement

13. **Notices.** Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Michael Garcia, Mayor — Date

Attestation:

Geralyn Cardenas, City Clerk — Date

Approved as to form:

Marcos D. Martínez
Marcos D. Martínez (Jun 24, 2026 08:27:53 MDT)
Marcos D. Martinez, City Attorney — Jun 24, 2026 — Date

Approved as to Finance:

Monica Maestas, Finance Director — Jul 14, 2026 — Date

SANTA FE COUNTY

_____ _____

Gregory S. Shaffer Date
Santa Fe County Manager

Approved as to form:

_____ _____

Walker Boyd Date
Santa Fe County Attorney

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By:_____ _____
Date

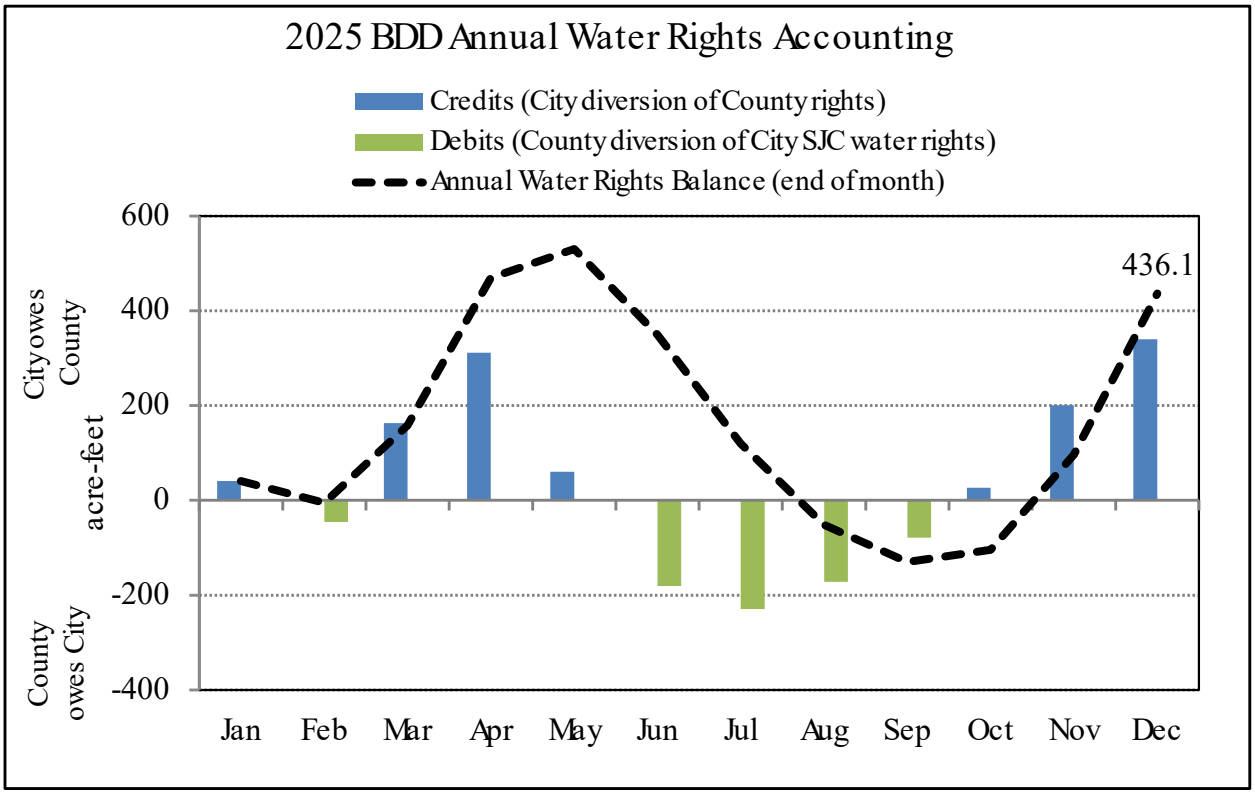
APPENDIX A

TO AMENDED AND RESTATED BDD SHARED POOL AGREEMENT

Shared Pool Accounting for 2025

2025 Shared Pool Accounting	AF
1. "Annual Water Rights" Ending Balance (see figure below)	436.1
2. Section 2.a Deposit to Shared Pool (#1 minus 10% UAW)	392.5
3. Section 3.a Withdrawals, discretionary shutdown	0.0
4. 'Section 3.b Withdrawals, non-discretionary shutdown*	-22.5
5. Net Available for deposit (+) or withdrawal (-) (#2 +#3 +#4)	370.0
6. Carryover from 2024	1,100.0
7. County water credit balance, Dec. 31 (#5 +#6))	1,470.0
8. Section 4 evaporative losses (#7 * -10%)	-147.0
9. Potential carryover (#7 +#8)	1,323.0
10. Carryover to 2026 (lesser of 1,100 and #9)	1,100.0

*4 days of non-discretionary shutdown in August. Volume of use 20.1 AF * 1.1 withdrawal ratio for non-discretionary shutdowns



AMENDED AND RESTATED BUCKMAN DIRECT DIVERSION ("BDD") SHARED POOL AGREEMENT

This BDD Shared Pool Agreement ("Agreement") is between Santa Fe County ("County"), a political subdivision of the State of New Mexico, and the City of Santa Fe ("City"), a New Mexico home-rule municipality (together the "Parties").

Recitals

A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement ("JPA") executed on March 7, 2005.

B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, ("WRA") to address utility-to-utility issues.

C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the "2024 Agreement"), ~~The purpose of this Agreement is~~ to make more efficient use of the Parties' respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.

D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.

E. This 2026 agreement amends and restates ~~replaces~~ in its entirety ~~a previous Shared Pool Agreement executed by the County and City in March of 2024~~the 2024 Agreement.

Agreement

1. Establishment of the BDD Shared Pool. The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties' current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.

~~a.~~ **Deposits into the BDD Shared Pool.** The City and County will continue to work together to optimize water right utilization as part of annual water operations planning~~–~~. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water, subject to the following conditions and limitations:

2.

~~To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.~~

a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.

b. The quantity diverted may not exceed the quantity made available by the County for that year.

c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.

d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

~~2.~~3. **Withdrawals and Deliveries from the BDD Shared Pool.** The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

a. Discretionary Shutdowns. When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 day~~2~~s written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.

b. Non-Discretionary Shutdowns. When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a ~~one-time~~ reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if

delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million gallons per day during a Non-Discretionary shutdown.

c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

~~3.~~4. **Accounting of Credit Balance.** The Parties shall calculate and maintain an annual running balance ("Annual Water Rights Balance") of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County's Annual Water Rights Balance shall start at zero each calendar year~~,~~ and be increased by the quantity of County water ~~delivered to~~rights diverted for the City ~~under Paragraph 2~~ and reduced by the amount of City water rights diverted for~~water delivered by the City to~~ the County ~~under Paragraph 3~~ during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. Water deliveries from the City's Independent Water System ~~Withdrawals in accordance with Section 3~~ are ~~performed~~accounted separately from the Annual Water Rights Balance deposit or withdrawal process. *See Appendix A.* After all deposits and withdrawals ~~(as per Section 3)~~ are calculated at the end of each calendar year and added to the prior year's carryover balance, the County's BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

~~4.~~5. **Cost Accounting and Billing.**

a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.

b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid $402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of $288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will

not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during ~~Non-Discretionary~~ BDD shutdowns, the County will pay the City for wheeling the water through the City system based on the ~~rate~~ charges specified in the ~~WRA~~2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. ~~The County will not pay a wheeling fee for water delivered by the City during Discretionary shutdowns.~~ If during a Non- Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling ~~rates~~charges.

~~5.~~6. **WRA Unaffected.** This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

~~6.~~7. **Term.**

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

~~7.~~8. **Amendment**. This Agreement may be modified only by a written amendment signed by the Parties.

~~8.~~9. **Dispute Resolution.** The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

~~9.~~10. **Entire Agreement.** This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

~~10.~~11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

~~11.~~12. **Law.** The laws of the State of New Mexico shall govern this Agreement

~~12.~~13. **Notices.** Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

_____ _____
~~Alan M. Webber~~Michael Garcia, Mayor Date

Attestation:

_____ _____
Date

~~Printed Name:~~ _____Geralyn Cardenas, _____
City of Santa Fe Clerk

Approved as to form:

_____ _____
~~Erin K. McSherry~~Marcos D. Martinez, City Attorney Date

Approved as to Finance:

_____ _____
~~Emily Oster~~Monica Maestas, Finance Director Date

SANTA FE COUNTY

_____ _____
Gregory S. Shaffer Date
Santa Fe County Manager

Approved as to form:

_____ _____
~~Jeff Young~~Walker Boyd Date
Santa Fe County Attorney

~~Finance Division:~~

_____ _____
~~Yvonne S. Herrera Date~~
~~Finance Director~~

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By:_____ _____
Date

2026 BDD Shared Pool Packet

Final Audit Report 2026-07-14

Created:	2026-07-14
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXu84SQ1ElvUBWq97v5djoHAu-V6Bk76A
Documents:	2026 BDD Shared Pool Packet.pdf (21 pages)
Number of Documents:	1
Document page count:	21
Number of supporting files:	0
Supporting files page count:	0

"2026 BDD Shared Pool Packet" History

Document created by Jesse Roach (jdroach@santafenm.gov)
2026-07-14 - 5:27:10 PM GMT- IP address: 63.232.20.2

Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature
2026-07-14 - 5:28:05 PM GMT

Email viewed by Monica Maestas (mfmaestas@santafenm.gov)
2026-07-14 - 5:51:51 PM GMT- IP address: 104.47.65.254

Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
Signature Date: 2026-07-14 - 5:52:25 PM GMT - Time Source: server- IP address: 172.59.2.193 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-14 - 5:52:25 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 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

CITY OF SANTA FE

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

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City of Santa Fe
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)

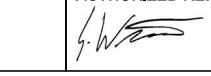
CERTIFICATE HOLDER

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)
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Document page count:	25
Number of supporting files:	0
Supporting files page count:	0

"College & Career Plaza Approval Packet" History

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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 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

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? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504
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

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Agreement completed.
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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 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
Documents:	Consuelos Approval Packet.pdf (22 pages)
Number of Documents:	1
Document page count:	22
Number of supporting files:	0
Supporting files page count:	0

"Consuelos Approval Packet" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-09 - 9:52:15 PM GMT- IP address: 63.232.20.2

Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-07-09 - 9:55:02 PM GMT

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
2026-07-09 - 11:28:21 PM GMT- IP address: 63.232.20.2

Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)
Signature Date: 2026-07-09 - 11:32:44 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 - 11:32:48 PM GMT

Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-07-10 - 2:05:55 PM GMT- IP address: 104.47.65.254

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-07-10 - 2:06:15 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
2026-07-10 - 2:06:19 PM GMT

Powered by Adobe Acrobat Sign

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

Signature Date: 2026-07-10 - 2:21:06 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-10 - 2:21:06 PM GMT

Powered by Adobe Acrobat Sign

CONSPLA-03 MMARTINEZ1

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NPP026M8235	7/1/2026	7/1/2027	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			NPP026M8235	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP026M8262	7/1/2026	7/1/2027	EACH OCCURRENCE AGGREGATE Aggregate	$ 1,000,000 $ $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		50852.121	7/1/2026	7/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
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

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

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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 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

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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 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

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? [ ] 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	 $ $ $
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)
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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.

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

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: 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:** 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
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)
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			PHUB908830-006	4/15/2026	4/15/2027	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						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
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Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

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2026-07-13 - 1:54:13 PM GMT- IP address: 73.242.167.95

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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
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Number of Documents:	1
Document page count:	24
Number of supporting files:	0
Supporting files page count:	0

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2026-07-13 - 11:15:48 PM GMT

CYC2027_-_New_Mexico_Immigrant_Law_Center

Final Audit Report 2026-07-14

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By:	JUAN VELA (jevela@santafenm.gov)
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Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"CYC2027_-_New_Mexico_Immigrant_Law_Center" History

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2026-07-14 - 4:56:33 PM GMT

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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

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2026-07-14 - 6:59:43 PM GMT

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2026-07-14 - 7:00:52 PM GMT- IP address: 153.66.19.166

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

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2026-07-14 - 8:54:02 PM GMT

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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 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

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

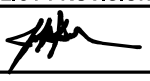
CERTIFICATE HOLDER

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 Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Michael Latting PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: dbradford@danielsinsuranceinc.com
INSURED Partners in Education Foundation for the Santa Fe Public P.O. Box 23374 Santa Fe NM 87502-3374 (505) 474-0240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Mountain States Indemnity Comp — 10177 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
Number of supporting files:	0
Supporting files page count:	0

"3270011, SFPS OSW PIE - Ready for Approval" History

Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-10 - 3:26:59 PM GMT- IP address: 63.232.20.2

Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-07-10 - 3:42:28 PM GMT

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2026-07-12 - 5:36:39 PM GMT- IP address: 62.10.205.21

Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
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2026-07-13 - 3:44:38 PM GMT

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

Signature Date: 2026-07-13 - 11:13:50 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

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

Document emailed to Dr. Christine Griffin (cgriffin@sfps.k12.nm.us) for signature
2026-07-09 - 9:12:02 PM GMT

Email viewed by Dr. Christine Griffin (cgriffin@sfps.k12.nm.us)
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

Document e-signed by Dr. Christine Griffin (cgriffin@sfps.k12.nm.us)
Signature Date: 2026-07-13 - 10:12:40 PM GMT - Time Source: server- IP address: 136.228.206.33 - Signature Appearance Selected: TYPE

Document emailed to RUBY CREWS (racrews@santafenm.gov) for signature
2026-07-13 - 10:12:44 PM GMT

Email viewed by RUBY CREWS (racrews@santafenm.gov)
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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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
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): 6/22/2026

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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract.
Re: Adelante Grant

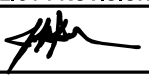
CERTIFICATE HOLDER

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

Document created by NICOLE BAKER (npbaker@santafenm.gov)
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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Signature Date: 2026-07-14 - 0:34:12 AM GMT - Time Source: server- IP address: 76.127.40.102 - Signature Appearance Selected: IMAGE

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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)
Signature Date: 2026-07-15 - 3:05:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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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

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Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2026-07-09 - 9:10:54 PM GMT- IP address: 74.125.209.67

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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 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

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

Evie Padilla

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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

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2026-07-13 - 8:35:03 PM GMT- IP address: 104.47.65.254

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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 _____ **Date:** 07/13/2026

Chris Parker for AJH (Jul 13, 2026 14:29:16 MDT)

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

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Exhibit A - Premises

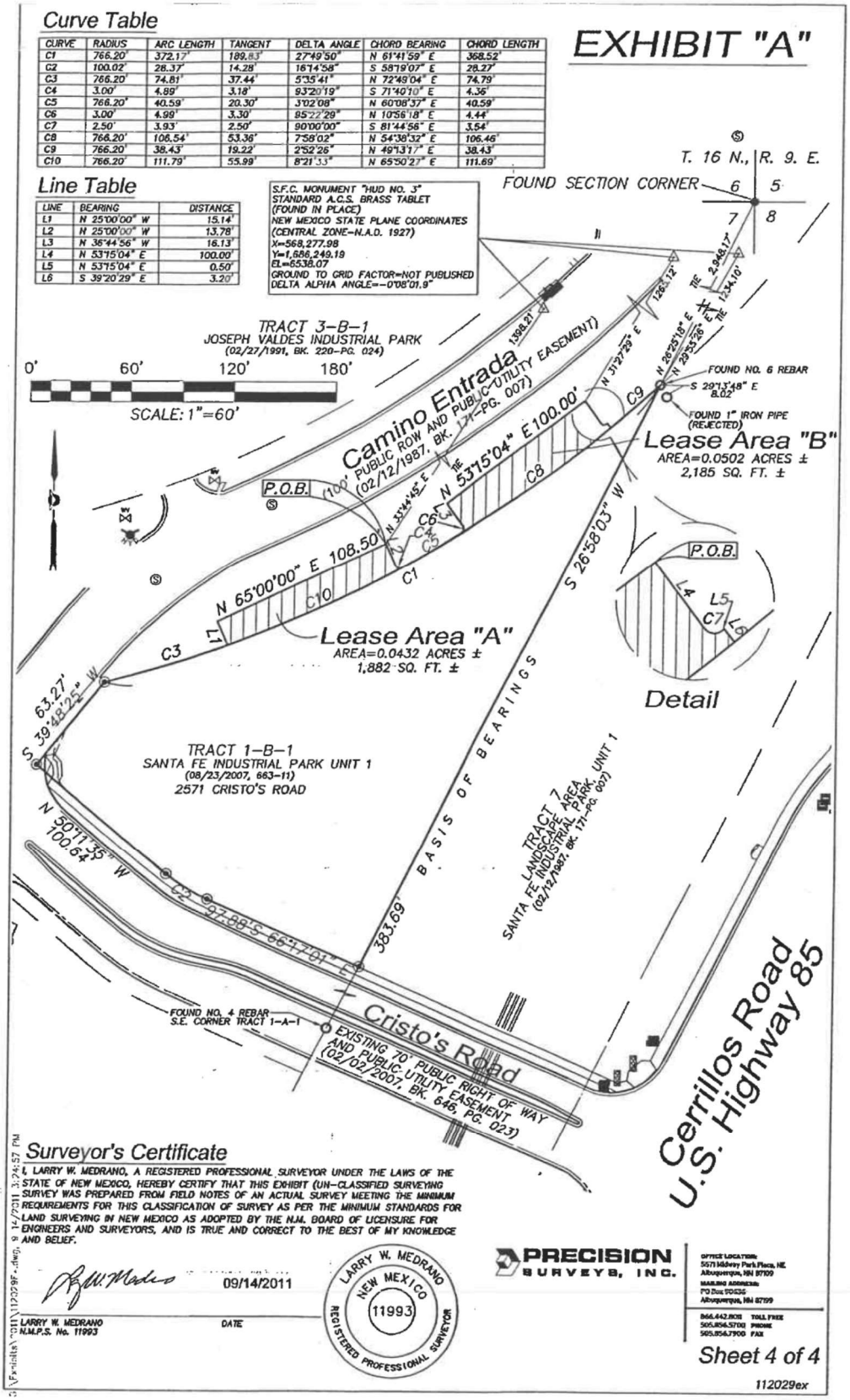

Exhibit B – Rent Schedule

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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		34SBAAF5P6W	3/16/2026	3/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor liability	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 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	 $ $ $

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

Created:	2026-06-05
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADLqMyGAem5jy5Wocdbfnanoeaw1taO0M
Documents:	Blanket Services Determination V4 FY26-FY27 Final.docx (9 pages)
Number of Documents:	1
Document page count:	9
Number of supporting files:	0
Supporting files page count:	0

"Blanket Services Determination V4 FY26-FY27 Final" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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Agreement completed.
2026-06-05 - 10:26:44 PM GMT

Powered by Adobe Acrobat Sign

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

Date: July 16, 2026

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director Timothy Farrell

Via: Sam Burnett, Public Works Department Director JOHN BURNETT (Jul 19, 2026 14:30:08 MDT)
Carol Swenson, Public Works Business Operations Manager YVONNE SWENSON (Jul 17, 2026 14:13:19 MDT)

Subject: Horticultural Care & Educational Programming at Santa Fe Railyard Park

Vendor Name: Railyard Park Conservancy

Vendor Number: 5378

ACTION:
Request for Approval of a Professional Services Contract with Railyard Park Conservancy in the Total Amount of $460,000 Including NMGRT for Horticultural Care & Educational Programming at Santa Fe Railyard Park with a Term of Four Years. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

CONTRACT NUMBER:
The Munis Contract Number is 3270024.

BACKGROUND AND SUMMARY:
Established in 2008, Railyard Park Conservancy (RPC), previously known as the “Railyard Park Stewards,” is a non-profit organization whose mission is to provide community stewardship and advocacy for horticultural care, educational programming, and public art in the Railyard Park since 2010.

Resolution 2010-11 and 2010-82 state City Council’s support for the RPC programs and partial funding of work toward their mission. On April 25, 2012, the City Council approved an amended resolution supporting the RPC efforts and directed staff to enter into a contract with the RPC for services at Railyard Park. The RPC amended resolution included reimbursement from the City for three fiscal years (FY12/13 through FY14/15). In 2017, the City of Santa Fe selected the RPC, via RFP, to continue to implement and manage Santa Fe Railyard Park programs. In 2021, and again in 2026, the City Purchasing Office followed the sole source process and approved the execution of new four-year contracts with RPC to continue to fill this role.

During the last 18 years, the RPC has developed deep institutional knowledge of the park’s design, ecology, and daily operations. They have also added educational programs and volunteer groups which supplement the Parks Divisions staffs’ oversight and work. Of note was the 2025 award to Railyard Park for Best Park in Santa Fe by the Santa Fe New Mexican.

Volunteers & Education — The RPC's staff manages and guides the "Yardmasters", the City's only dedicated volunteer program for park maintenance, as well as other volunteers from youth groups, schools, businesses, and nonprofit organizations that contribute thousands of hours annually. Their work leverages the City Park Divisions' resources while fostering community ownership. The long running youth focused weekly events hosted by RPC — "Kids Sing along" and "Sand Play" — are well received and attended. RPC also oversees the Railyard Art Project, which is led by the Railyard Art Committee, a group of volunteers who facilitates the public art installations and performances in the Railyard Park and Plaza. They select art projects that are thoughtful and innovative to bring temporary art exhibitions to the Park which engage with social, cultural, and environmental themes.

Ecology — One example of RPC's assistance is the ongoing Graze Days grassland restoration project which uses targeted grazing by goats and sheep to improve soil and native plant health, while reducing mechanical and chemical weed control. Implemented with local ranchers, ecological experts, and volunteers, Graze Days demonstrates climate-appropriate land management in an urban park.

ATTACHMENTS:
Professional Services Contract
Proposal or Quote
Certificate of Insurance
Horizons Service List
CPO Determination
Sole Source Documents

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: RAILYARD/515
Munis Org Name/Number: Ryd Oper/5156001
Munis Object Name/Number: Oth Cnsltg/510340

Budget Officer/Designee: Andrew J. Hopkins Date: 07/20/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used is NMSA 1978, Section 13-1-126, Sole Source No.: 60-M0087-26-CP162.

> This procurement was conducted in accordance with NMSA 1978, Section 13-1-126, which permits procurement of items available only from a single source. After due diligence, it was determined that Railyard Park Conservancy is the only source capable of providing the required services. A sole source justification was completed and approved. Accordingly, an award is recommended to Railyard Park Conservancy.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 07/20/2026
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: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item No.: _____
Munis Contract No.: 3270024
Sole Source No.: 60-M0087-26-CP162

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Horticultural Care & Educational Programming at Santa Fe Railyard Park

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Railyard Park Conservancy, 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 13-1-126, Sole Source; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

The Contractor shall provide horticultural care and educational programming at Santa Fe Railyard Park, located at 740 Cerrillos Road, in accordance with the proposal dated June 30, 2026, labeled "Exhibit A" and attached hereto and made a part hereof.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to horticultural care and educational programming at Santa Fe Railyard Park for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

Horticulture Care & Educational Programming FY27	$ 115,000.00
Horticulture Care & Educational Programming FY28	+ $ 115,000.00
Horticulture Care & Educational Programming FY29	+ $ 115,000.00
Horticulture Care & Educational Programming FY30	+ $ 115,000.00
The total compensation for the contract	= $ 460,000.00

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. 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.

Invoicing shall be completed in accordance with the following:

1. Invoices, along with a detailed report of the work and events the Conservancy has managed in the previous month, shall be due no later than the 15th day of each month. This report will be used to assess the invoice submitted to the City.
2. Invoices shall contain a Work Log Tracker for volunteers, consultants, and Santa Fe Railyard Conservancy staff.
3. Invoices shall reflect and bill the City for the actual monthly total hours worked and contain a breakdown of all services rendered by type and their hourly rate. The City shall reimburse the Conservancy accordingly each month until the annual Compensation amount (as set forth is Section 3 of the this Contract is reached. In the event the Compensation amount is reached prior to the end of the fiscal year, Invoices will be provided as herein described but no reimbursement will be due by the City to the Conservancy.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations).

5. Termination

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

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

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

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service – Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. If any modifications are made to the plans or other construction documents prepared by Contractor by someone other than Contractor or its officers, employees, servants, subcontractors or agents, the City agrees that Contractor shall have no liability or requirement to indemnify the City for any claims or damages caused by the post-delivery modifications. Contractor shall continue to be liable and required to indemnify the City for causes of action arising from Contractor's unmodified work product.

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the Sole Source No. 60-M0087-26-CP162 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers' Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $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.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought

against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:	**To the Dept:**	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Tim Farrell Interim Facilities Division Director City of Santa Fe Public Works Facilities Management Division 2651 Siringo Road, Building E PO Box 909 Santa Fe, NM 87504-0909 tgfarrell@santafenm.gov 505-490-1659	Izzy Barr Executive Director Railyard Park Conservancy 805 Early Street, Suite 204B Santa Fe, NM 87505 izzy@railyardpark.org 505-310-2453

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this 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.

31. Default/Breach

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

32. 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.

33. 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 J. GARCIA, MAYOR

DATE: _____

CONTRACTOR:
Railyard Park Conservancy

Izzy Barr
Izzy Barr (Jul 7, 2026 08:14:23 MDT)
IZZY BARR, EXECUTIVE DIRECTOR

DATE: 07/07/2026

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault (Jul 7, 2026 10:22:53 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MONICA MAESTAS, FINANCE DIRECTOR

RAILYARD PARK CONSERVANCY

EXHIBIT A

June 30, 2026

BOARD MEMBERS

Jennifer Jenkins
Chair

Max Myers
Treasurer

Anne Nelson
Secretary

Brian Egolf
Ex Officio

Lynn Grimes

Priscilla Shannon Gutierrez

Christopher Hall

Molly Mehaffy

Andréa Salazar

STAFF

Izzy Barr
Executive Director

Peggyjoy Hodgen
Horticulture Director

CB Bryan
Marketing Director

Juliet Staveley
Early Childhood Educator

Dear Mayor Garcia, City Councilor Members, and Sam Burnett:

The Railyard Park Conservancy (RPC) appreciates the City of Santa Fe's continued support of our partnership to maintain the Railyard Park. Through a Professional Services Agreement (PSA), the RPC has provided community stewardship and advocacy for the Park's horticultural care, educational programming and public art since 2010.

The RPC formally requests a PSA from the City of Santa Fe for Fiscal Year 2027 in the amount of $115,000. We understand that the City's priority is funding the maintenance and care of the Railyard Park, as outlined below under "Horticultural Care", with the remainder of funds supporting Educational Programming. We also understand that continuation of our Public Art programming is contingent on our ability to raise outside funding.

PSA funds will support the following Scope of Services:

Horticultural Care of the Railyard Park – $80,000

- Continued care, stewardship and advocacy for all of the Railyard Park's gardens via community support.
- Facilitation of adult and Youth-In-Service volunteer programs: 100+ volunteer sessions contributing 1800+ hours annually (combined 2400+ staff/volunteer hours) of horticulture maintenance, trash pickup, and weeding in Railyard Park; bi-weekly adult Yardmaster sessions; coordinating with local businesses, schools, camps and others to implement group volunteer sessions (i.e. New Mexico School for the Deaf, Whole Foods, IFAM, Rio Grande Elementary, Nusenda Credit Union, Rocky Mountain Youth Corps, Journey Montessori).
- Upkeep of the Native Bee House and continued habitat support for pollinators in the park; participation in Santa Fe's Pollinator Trail.
- Management of the park's compost pile and Community Garden: adding to and turning compost pile; coordinating with community members to plant and tend to garden plots.
- Care for the Waffle Garden and its associated Acequia Niña: planting, watering, weeding, and harvesting of vegetables in the public garden; weeding and removing debris from Acequia Niña.
- Care for the Acequia Madre: removing debris and elm suckers; continued coordination and collaboration with Acequia Madre Association to make repairs as necessary.
- Outside funding permitting: facilitation of Graze Days, a long-term collaboration with the Quivira Coalition and Horned Locust Goatscaping to restore the park's native grasslands utilizing prescribed grazing by goats and sheep.
- Facilitation of a volunteer Horticulture Advisory Committee.
- Coordination with City of Santa Fe and the Santa Fe Conservation Trust to comply with the Conservation Easement in all horticulture programming.

RAILYARD PARK CONSERVANCY

BOARD MEMBERS

Jennifer Jenkins
Chair

Max Myers
Treasurer

Anne Nelson
Secretary

Brian Egolf
Ex Officio

Lynn Grimes

Priscilla Shannon Gutierrez

Christopher Hall

Molly Mehaffy

Andréa Salazar

STAFF

Izzy Barr
Executive Director

Peggyjoy Hodgen
Horticulture Director

CB Bryan
Marketing Director

Juliet Staveley
Early Childhood Educator

Educational Programming in the Railyard Park - $35,000

- Facilitation of Sand Play Saturday in the Children's Play Area: nature-based play for young children and their families. Includes coordinating with community collaborators to provide programming.
- Hosting of a free Pop-Up Playground event for kids of all ages in the fall.
- Facilitation of Kids Sing Along, a free, weekly children's program hosted by Queen Bee Music Association.
- Using Graze Days as an opportunity to educate the public on prescribed grazing through programs, field trips, and infographic A-Frame signs.
- Collaboration with community partners to host a free educational Earth Day event in the spring.
- Outside funding permitting: hosting free Living Laboratory field trips for K-5 students.
- Facilitation of a volunteer Children's Advisory Committee.
- Oversight of the Community Room: cleaning and providing basic supplies in collaboration with Santa Fe Railyard Community Corporation.

Public Art in the Railyard Park + Plaza - $0

As per the City of Santa Fe, these services shall be provided as RPC-raised funding allows.

- Facilitation of temporary public art and performance exhibitions in the Railyard Park + Plaza.
- Facilitation of a volunteer Railyard Art Project Advisory Committee.
- Review and approval of public art proposals, and communication with artists after submission.
- Overseeing insurance and Conservation Easement compliance for all art installations.
- Coordination with other stakeholders in the park: City of Santa Fe, Santa Fe Railyard Community Corporation, and the Santa Fe Conservation Trust.

Sincerely,

Izzy Barr
Executive Director

CC: Jennifer Jenkins
Board Chair

RPC_RYD Park_Stewardship_$460K_CoSF

Final Audit Report 2026-07-07

Created:	2026-07-06
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoGBiTinQebTJM5wHQv7xS-EHWSL94Px0
Documents:	RPC_RYD Park_Stewardship_$460K_CoSF.pdf (12 pages)
Number of Documents:	1
Document page count:	12
Number of supporting files:	0
Supporting files page count:	0

"RPC_RYD Park_Stewardship_$460K_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-06 - 8:30:51 PM GMT- IP address: 63.232.20.2

Document emailed to Izzy Barr (izzy@railyardpark.org) for signature
2026-07-06 - 8:31:48 PM GMT

Email viewed by Izzy Barr (izzy@railyardpark.org)
2026-07-06 - 8:35:01 PM GMT- IP address: 146.75.203.1

Document e-signed by Izzy Barr (izzy@railyardpark.org)
Signature Date: 2026-07-07 - 2:14:23 PM GMT - Time Source: server- IP address: 73.26.150.240 - Signature Appearance Selected: TYPE

Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
2026-07-07 - 2:14:26 PM GMT

Email viewed by Kevin Nault (klnault@santafenm.gov)
2026-07-07 - 4:21:56 PM GMT- IP address: 174.238.224.8

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-07-07 - 4:22:51 PM GMT- IP address: 174.238.224.8

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-07-07 - 4:22:53 PM GMT - Time Source: server- IP address: 174.238.224.8 - Signature Appearance Selected: MOBILE_DRAW

Powered by Adobe Acrobat Sign

Agreement completed.

2026-07-07 - 4:22:53 PM GMT

ACORD

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	CONTACT NAME:	
HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	PHONE (A/C, No, Ext): (505) 828-4000	FAX (A/C, No): (866) 487-3972
	E-MAIL ADDRESS: talia.mason@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Railyard Park Consrvancy 805 Early Street, Ste. B204 Santa Fe, NM 87505-1708	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			PHPK2647034-015	1/18/2026	1/18/2027	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
	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 $							$
	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	$
A	Directors & Officers			PHSD1836037-015	1/18/2026	1/18/2027		
A	Employment Practices			PHSD1836037-015	1/18/2026	1/18/2027		

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

CERTIFICATE HOLDER

City of Santa Fe
ATTN: Facilities
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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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

From: DUTTON-LEYDA, TRAVIS K.
To: KAHAHANE, ELIZABETH L.
Cc: Purchasing DET
Subject: RE: Determination Request – (Sole Source) Stewardship and Coordination of Santa Fe Railyard Park Programs
Date: Monday, June 29, 2026 4:12:26 PM
Attachments: image001.png
image005.png
image006.png

Greetings,

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
- -Asset over $5k – questions: accountspayable@santafenm.gov.
- Ensure that the appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and in OpenGov https://procurement.opengov.com/governments/1784201/projects.
- When processing this procurement, please ensure the procurement number issued by OpenGov and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is ≥ $100,000.00, per SFCC 1987, Section 11-13, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must request approval of an *Authorization and Plan* before you process.
- ≤ $60,000.00 per year, one quote is acceptable.
- From $60,000.01 to $100,000.00 per year or per contract, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. It is highly recommended that you use OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you find an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
- Determination requests to purchasing_det@santafenm.gov
- All other requests to purchasing@santafenm.gov

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

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

Book time to meet with me

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

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

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: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Monday, June 29, 2026 2:31 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: RE: Determination Request – (Sole Source) Stewardship and Coordination of Santa Fe Railyard Park Programs

Aloha!

A gentle request for a determination…
MAHALO!

Best,
Elizabeth "Lisa" Kahahane, CPO
Contracts Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

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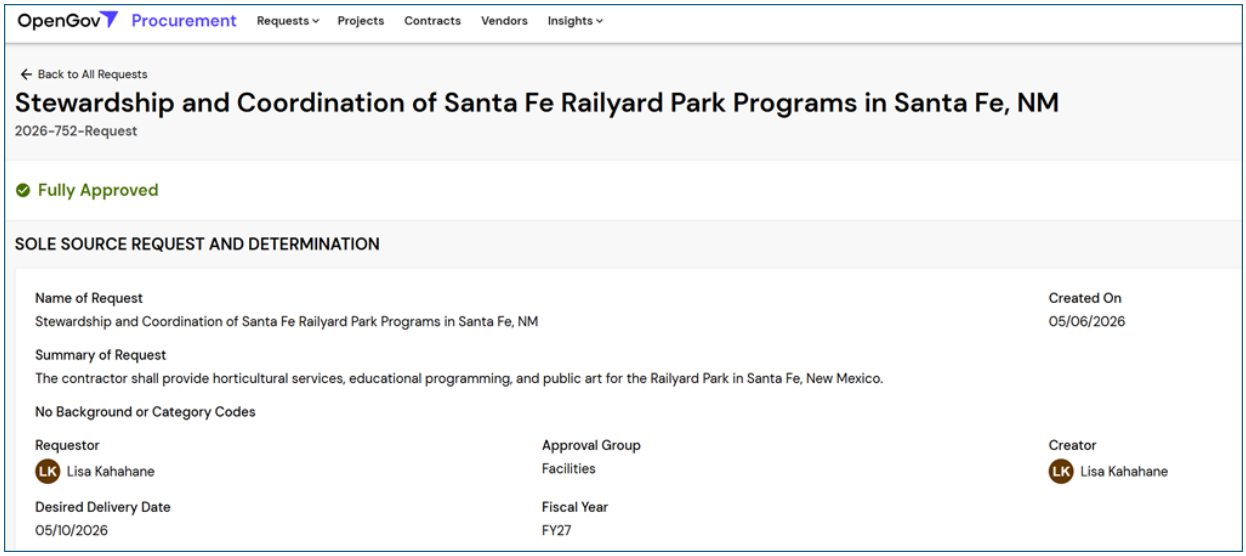
From: KAHAHANE, ELIZABETH L.
Sent: Tuesday, June 23, 2026 1:40 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination Request – (Sole Source) Stewardship and Coordination of Santa Fe Railyard Park Programs

Aloha Purchasing!

Facilities Division is requesting a SOW determination for the following:

1. Coordinate, implement and provide specialized programs and oversee the project administration for all phases of the programs.
2. The Contractor shall provide the following programs:
    (a) Adult and Youth Volunteer Gardening Programs;
    (b) Community Educational Programs;
    (c) Community Workshop Program;
    (d) Community Garden Programs;
    (e) Temporary Public Art Program
    (f) Green Job Skills Training Program
    (g) Stewardship of Acequia Madre Program
3. Manage and coordinate the work of all volunteers providing services and monitor their progress to meet deadlines.
4. Manage and Coordinate four volunteer advisory committees:
    (a) Railyard Art Project Committee
    (b) Horticulture Committee
    (c) Children's Committee
    (d) Development Committee
5. Hire independent consultants to provide services as needed.
6. Coordinate programs with the City of Santa Fe, the Santa Fe Conservation Trust, Acequia Madre Association, and the Santa Fe Railyard Community Corporation.
7. Site specific horticultural services to maintain the Railyard Park.
8. Manage community rental of the Railyard Park Community Room for small events.
9. Provide basic supplies for the Community Room (trash bags, soap, paper towels, cleaning supplies).
10. Solicit in-kind donations, monetary donations, and grants to fund programs in the Railyard Park.
11. Prepare a yearly budget based on program costs.



Please let me know if additional information is required.
Thank you!

Best,
Elizabeth "Lisa" Kahahane, CPO
Contracts Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

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RAILYARD PARK CONSERVANCY

March 23, 2026

BOARD MEMBERS

Jennifer Jenkins
Chair

Max Myers
Treasurer

Anne Nelson
Secretary

Brian Egolf
Ex Officio

Lynn Grimes

Priscilla Shannon Gutierrez

Christopher Hall

Molly Mehaffy

Andréa Salazar

STAFF

Izzy Barr
Executive Director

Peggyjoy Hodgen
Horticulture Director

CB Bryan
Marketing Director

Juliet Staveley
Early Childhood Educator

Dear Mayor Garcia, City Councilor Members, and Sam Burnett:

Thank you for the opportunity to provide documentation supporting the Railyard Park Conservancy's (RPC) unique qualifications to continue managing the horticultural care, educational programming, and public art in the Railyard Park.

The RPC was established 15 years ago as the nonprofit dedicated exclusively to the stewardship and vitality of the Railyard Park. From its founding, the RPC's mission has been to uphold the original vision of the park as an environmentally sustainable greenspace offering community engagement and cultural enrichment. Over this time, we have developed deep institutional knowledge of the park's design, ecology, and operations that is not easily replicated.

The horticultural scale and design of the Railyard Park are unique within the City's public greenspace system. It contains more than 150 plant species and 6,000 individual plants across ornamental gardens and naturalistic landscapes designed for the arid Southwest. Maintaining this diverse, drought-tolerant landscape requires specialized horticultural expertise, familiarity with the park's original design plans, and ongoing adaptive management in response to climate conditions. The RPC has built this expertise through years of hands-on stewardship and collaboration with City staff, horticultural specialists, and the park's original designers.

The RPC also leads innovative ecological stewardship initiatives that support the park's long-term health. For instance, our ongoing Graze Days grassland restoration project uses targeted grazing by goats and sheep to improve soil and native plant health, while reducing mechanical and chemical weed control. Implemented with local ranchers, ecological experts, and volunteers, Graze Days demonstrates climate-appropriate land management in an urban park.

Equally important is the RPC's ability to mobilize community participation in caring for this public resource. The RPC manages the city's only dedicated volunteer program for park maintenance, the Yardmasters, and has built a broad volunteer workforce supporting stewardship of Santa Fe's largest cultivated park. Volunteers from youth groups, schools, businesses, and nonprofit organizations contribute thousands of hours annually, helping leverage City resources while fostering community ownership.

In addition to horticultural stewardship, the RPC provides educational programming and public art that activates the park as a safe, dynamic civic space. Nature-based learning programs connect youth and families with the park's ecology, while the Railyard Art Project brings temporary exhibitions that engage with social, cultural, and environmental themes. Together, these programs ensure that the park serves not only as a greenspace, but as an active center for community life.

RAILYARD PARK CONSERVANCY

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Executive Director

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Horticulture Director

CB Bryan
Marketing Director

Juliet Staveley
Early Childhood Educator

Another factor that distinguishes the RPC is its long-standing ability to coordinate effectively with a broad network of municipal, nonprofit, and community partners. Over the years, the RPC has maintained close working relationships with the City's Facilities Department and Parks Division, the Santa Fe Conservation Trust, the Santa Fe Railyard Community Corporation, the Acequia Madre Association, local schools and youth organizations, and many others. These partnerships allow the RPC to bring a wide range of expertise and community input to the care and programming of the park.

Because of its founding role, long-term stewardship, specialized horticultural expertise, established volunteer infrastructure, and extensive partnerships, the RPC is uniquely qualified to continue managing the Railyard Park's horticultural care, educational programming, and public art. No other organization possesses the same combination of institutional knowledge, stewardship systems, and community-based infrastructure dedicated specifically to this park.

We appreciate the City of Santa Fe's continued partnership and look forward to building on this successful collaboration.

Sincerely,

Izzy Barr
Executive Director

CC: Jennifer Jenkins
Board Chair

Outlook

Sole Source #60-M0087-26-CP162 - 30 Days

From GSD.SPDInfo@state.nm.us <GSD.SPDInfo@state.nm.us>
Date Thu 6/18/2026 12:01 AM
To MIERA, KRISTY A. <kamiera@santafenm.gov>

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

Your Sole Source #**60-M0087-26-CP162** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

From: MIERA, KRISTY A.
To: KAHAHANE, ELIZABETH L.
Cc: BURNETT, SAM; Purchasing
Subject: Sole Source #60-M0087-26-CP162 Posting Complete
Date: Tuesday, June 23, 2026 1:54:07 PM
Attachments: SS_60-M0087-26-CP162_Santa Fe Railyard Park Programs.pdf
Outlook-un01schl.png

Hello,

Sole Source #60-M0087-26-CP142 notice of intent to award has been posted for 30 days without protest. The status has been updated from "Pending" to "No Protest."

Please note that the completion of this posting does not indicate the City's agreement to any additional terms and conditions provided by the vendor. Additionally, passing the 30-day posting period does not authorize the contractor to begin work; it only signifies that the procurement method has been approved. The vendor may only begin work once they have a Purchase Order (PO) in hand.

Thank you!

Best regards,

GB Packet_RPC_RYD Park_Stewardship_$460k

Final Audit Report 2026-07-19

Created:	2026-07-16
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATIa4oUu_My_7YpuxcPTNnGoXfpTvCCJ3
Documents:	GB Packet_RPC_RYD Park_Stewardship_$460k.pdf (26 pages)
Number of Documents:	1
Document page count:	26
Number of supporting files:	0
Supporting files page count:	0

"GB Packet_RPC_RYD Park_Stewardship_$460k" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-07-16 - 3:19:17 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2026-07-16 - 3:22:18 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2026-07-16 - 3:31:05 PM GMT- IP address: 104.47.65.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2026-07-16 - 3:31:18 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature
2026-07-16 - 3:31:26 PM GMT

Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2026-07-16 - 5:12:21 PM GMT- IP address: 63.232.20.2

Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2026-07-17 - 8:13:19 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2026-07-17 - 8:13:24 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-07-19 - 8:28:05 PM GMT- IP address: 23.234.101.58

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2026-07-19 - 8:30:08 PM GMT - Time Source: server- IP address: 23.234.101.58 - Signature Appearance Selected: DRAW

Agreement completed.

2026-07-19 - 8:30:08 PM GMT

GB_Packet_RPC_RYD_Park_Stewardship_$460k

Final Audit Report 2026-07-20

Created:	2026-07-20
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoh5icc42ZBms__hEfHTnIN7mmnVan-1q
Documents:	GB_Packet_RPC_RYD_Park_Stewardship_$460k.pdf (28 pages)
Number of Documents:	1
Document page count:	28
Number of supporting files:	0
Supporting files page count:	0

"GB_Packet_RPC_RYD_Park_Stewardship_$460k" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-07-20 - 3:34:19 PM GMT- IP address: 63.232.20.2

Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-07-20 - 3:41:00 PM GMT

Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-07-20 - 3:41:34 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
2026-07-20 - 3:41:44 PM GMT

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-07-20 - 8:47:16 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-07-20 - 8:47:35 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-07-20 - 8:55:40 PM GMT- IP address: 73.228.7.52

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2026-07-20 - 8:57:16 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2026-07-20 - 8:57:44 PM GMT - Time Source: server- IP address: 73.228.7.52 - Signature Appearance Selected: IMAGE

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

2026-07-20 - 8:57:55 PM GMT

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

Signature Date: 2026-07-20 - 9:01:52 PM GMT - Time Source: server- IP address: 76.113.88.69 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-20 - 9:01:52 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 17, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS (Jul 17, 2026 15:57:10 MDT)

Via: Sandra Emory, Community Services Director Sandra Emory

Lia Azul Salaverry, Youth and Family Services Director Lia Salaverry

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Subject: Bridge Housing for Seniors

Vendor Name: Consuelo's Place Homeless Shelter

Munis Vendor Number: 3783

ITEM AND ISSUE:

Request for Approval of Grant Agreement to Interfaith Community Shelters in the amount of $350,000 with the term to December 31*st* 2026 for Senior Bridge Housing for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3260458

BACKGROUND AND SUMMARY:

February of 2025 the City established a Bridge Housing program for Seniors with Interfaith Community Shelters. Since then, Interfaith Shelters has been housing up to 25 Seniors in Hotels and providing them with Case Management and one meal a day. So far, the program has served 56 seniors and provided them with a private, safe space and supportive services. The City is working to wind down the program and is partnering with Interfaith until the end of December 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services / Fund 240

Munis Org Name/Number: Community Services / 2400125

Munis Object Name/Number: Grants and Services / 510400

Budget Officer / Designee: Andrew J. Hopkins **Date:** 07/23/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was Excluded from Procurement per CPO (Page 30)

Grant Agreement

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/24/2026

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)
Grant Agreement

Item#_____
Munis Contract# _____

CITY OF SANTA FE
GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Interfaith Community Shelter herein after referred to as the "Recipient."**

RECITALS

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

WHEREAS, the activities described herein qualify as a Grant Agreement rather than professional services contract because we are not procuring services or goods, and we are providing grant funding to a qualified nonprofit, which will then use the funds to provide services to the sick and indigent; and

WHEREAS, the Recipient does hereby accept its designation as Social and Human Services, accomplishing required activities related to Bridge Housing for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the required activities is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Recipient shall perform the following work:

A. ADMINISTRATION & MANAGEMENT:

1) Establish high-quality business practices and operational controls to oversee program operations including:

   a. Room reservation & rental operations
   b. Payment processing
   c. Case management coordination

d. Data tracking and reporting

2) Provide engaged care of clients and render supportive activities to them.
3) Ensure operations and activities rendered provide accommodation for clients and other individuals who have access and functional needs.
4) Ensure the safety of all individuals present on the site, routinely identifying, analyzing, and mitigating hazards and risks, and if needed responsibly responding to incidents according to established plans.

B. MOTEL ROOM RENTALS:
The recipient shall:

1) Ensure the management and operation of up to 23 hotel-style rooms with beds and accommodations for the period of July 1, 2026 to December 31, 2026 (4,232 bed-nights) at Motel 6 at 3007 Cerillos Rd.
2) Ensure privacy, stability, and daily wrap-around services for all clients.

C. COSTS:

1) The recipient shall ensure that adequate finances and resources are managed for use on supporting essential client needs:

a. Meals, one per day with accommodations for individual needs.
b. All costs, both expected and unexpected, within this scope.
c. Agreement services required to meet the standards of this concept, and scope of work and client needs.
d. Insurance increases that meet standards as required by law and provides equitable and fair protections.

D. CASE MANAGEMENT:

1) Case management will be the primary function to conduct the transition of clients into appropriate housing placements, doing so using a trauma-informed approach, prioritizing stability, communication, and continuity of care.
2) Case management will be available and operate on-site.
3) Case management will provide a minimum of the following supports:

a. Housing navigation and voucher support
b. Access to medical and behavioral health care
c. Benefits enrollment and income stabilization
d. Housing readiness support and counseling

E. Interfaith shall make good-faith, documented efforts to transition clients to the most appropriate available housing option by December 31, 2026. Success shall be measured based on demonstrated progress toward housing placement and individualized housing plans, rather than solely on final placement outcomes. In the absence of suitable alternative housing

placements within the contracted time period, Interfaith reserves the right to seek additional funding for the program — including but not limited to City funding — until an appropriate off-ramp for the program, including but not limited to the Richards Avenue pallet shelters, can be achieved. No new clients shall be admitted using City-funded motel rooms under this agreement.

F. REPORTING REQUIREMENTS:

1) The recipient will provide continued reporting on historical metrics:

   a. Age demographics
   b. Gender demographics
   c. Number of individuals placed into permanent housing
   d. Number of individuals holding housing vouchers and actively seeking units
   e. Number of individuals who have income that are receiving support to secure housing

2) Additionally, the recipient will provide reporting on new metrics to indicate the progress and efficacy of client transition

   a. Number of individuals who have recycled into the Hotel program or emergency sheltering.
   b. Case Management analysis of events leading toward individuals recycling into the system.
   c. Any client transition barriers or challenges with plan of resolution or request for support.
   d. Any operational barriers or challenges with plan of resolution or request for support.

3) Reports are to be delivered monthly at the first of each month for the first 4 months of this period of performance, and then bi-weekly for the remainder of the agreement period to track progress on transitioning individuals.

4) Additionally, recipient is required to conduct mandatory HMIS & CONNECT reporting on the timelines as defined for each of those programs.

2. **Performance of Required Activities**

A. The Recipient will perform required activities under this Agreement with the degree of skill and care ordinarily provided by competent professional providers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary skill and care of a competent provider.

B. The Recipient represents that Recipient possesses the personnel, experience and knowledge necessary to perform the required activities described under this Agreement.

C. The Recipient agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subrecipients.

3. **Grant Award**

The total amount awarded under this Agreement shall not exceed $350,000 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Recipient, within thirty (30) days from the date the City receives written notice from the Recipient that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or activities have been received and accepted, payment shall be tendered to the Recipient within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the agreement to the Recipient at the rate of 1.5 % per month. Recipient may submit invoices for payment no more frequently than monthly. Payment will be made to the Recipient's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE CITY. This Agreement shall begin on the date of execution, and end on December 31st, 2026. The City reserves the right to renew the agreement on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Recipient written notice of termination at least thirty (30) days prior to the intended date of termination. If Termination is for cause the written notice shall state the specific steps that Recipient must take to cure the breach within the notice period.

2) Recipient shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Recipient'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 Recipient of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Recipient (i) if the Recipient becomes unable to perform the activities contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Recipient is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Recipient's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Recipient 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 RECIPIENT'S DEFAULT/BREACH OF THIS AGREEMENT.*

7. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Recipient shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding. In the event that funding is reduced through amendment or appropriation action, all performance measures, deliverables, and client-transition obligations shall be adjusted proportionately by mutual written agreement of the parties, with sufficient advance notice to allow Interfaith to plan accordingly, prior to implementation of the reduction.

8. **Status of Recipient**

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

9. **Assignment**

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

10. **Subcontracting**

The Recipient shall not subcontract any portion of the activities to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Recipient from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. Community Investment Alliance is an approved sub-recipient under this agreement.

11. **Non-Collusion**

In signing this Agreement, the Recipient 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.

12. **Inspection of Premises**

The City may inspect, at any reasonable time during Recipient's regular business hours and upon prior written notice, the Recipient's place of business, or any subrecipient's place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Recipient agrees that the tangible personal property or activities furnished under this Agreement shall be covered by the most favorable commercial warranties the Recipient gives to any customer for such tangible personal property or activities, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Recipient agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Recipient shall maintain detailed records pertaining to the activities rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

15. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Recipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Recipient shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

16. **Release**

Upon final payment of all undisputed amounts due under this Agreement, the Recipient releases the City, its officers, and employees from all liabilities, claims, and obligations arising from or under this Agreement, except: (a) any claim or dispute formally noticed in writing by the Recipient prior to or concurrent with the Recipient's acceptance of final payment; (b) any liability arising from the City's own breach of this Agreement; and (c) any claim relating to amounts the Recipient contends were improperly withheld or were due but not included in the final payment.

17. **Confidentiality**

Any confidential or proprietary information provided by the City to or developed by the Recipient in the performance of this Agreement, shall be kept confidential and shall not be disclosed to unaffiliated third parties without prior written approval by the City. This obligation does not apply to: (a) information that is or becomes publicly available through no fault of the Recipient; (b) information the Recipient is required to disclose by law, regulation, or court order; (c) disclosure to the Recipient's board of directors, legal counsel, auditors, or existing funders for purposes of governance, legal advice, audit, or grant reporting; or (d) general program information, outcomes data, or descriptions of services the Recipient communicates to the public, media, or community stakeholders in the ordinary course of its nonprofit operations. The City shall hold in confidence any confidential information provided by the Recipient to the City.

18. **Conflict of Interest**

A. The Recipient represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or activities required under the Agreement. The Recipient shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Recipient's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Recipient shall provide immediate written notice to the City if, at any time during the term of this Agreement, Recipient learns that Recipient's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Recipient's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

19. **Approval of Representative(s)**

The City's right to request a change in representative(s) shall be exercised only upon written notice stating specific performance concerns. The Recipient shall have ten (10) business days from receipt of such notice to respond in writing before any change is required..

20. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. **Notice**

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

22. **Equal Opportunity Compliance**

The Recipient agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Recipient agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Recipient is found not to be in compliance with these requirements during the life of this Agreement, Recipient agrees to take appropriate steps to correct these deficiencies.

23. **Indemnification**

The Recipient shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Recipient, its agents, officers, employees or subrecipients. The Recipient shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

24. **New Mexico Tort Claims Act**

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

25. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Recipient acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

26. **Limitation of Liability**

The Recipient's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Recipient for the products and activities that are the subject of the City's,

claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Recipient's negligence.

27. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Recipient's best and final offer; and (3) the Recipient's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Recipient's best and final offer if such has been made and accepted by the City; and (5) the Recipient's response to the request for proposals.

28. **Workers' Compensation**

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

29. **Inspection of Activities**

If the City performs inspections or tests on the premises of the Recipient or a subrecipient, the Recipient shall furnish, and shall require subrecipients to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

A. If any part of the activities do not conform with the requirements of this Agreement, the City may require the Recipient to re-perform the activities in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in activities cannot be corrected by re-performance, the City may:
    1. require the Recipient to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
    2. reduce the contract price to reflect the reduced value of the activities performed.
B. If the Recipient fails to promptly re-perform the activities or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
    1. by contract or otherwise, perform the activities and charge to the Recipient any cost incurred by the City that is directly related to the performance of such service; or
    2. terminate the contract for default.

30. Claw back

Grant funds properly expended on approved program activities shall not be subject to repayment solely because a performance outcome was not achieved despite documented good-faith efforts. Clawback provisions shall apply only to fraud, misuse of funds, material breach of this agreement, or documented failure to provide the contracted services. "Good faith effort" shall be defined by mutually agreed objective benchmarks established at the time of contract execution.

31. **Insurance**

Recipient shall maintain in force during the entire term of this Agreement the following insurance coverage(s), naming the City as additional insured, for all activities performed under this Agreement, including activities performed at Motel 6 located at 3007 Cerillos Road, Santa Fe, New Mexico, or any other location at which program activities are conducted.

A. Professional Liability Insurance. Recipient shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Recipient shall furnish the City with proof of insurance of Recipient's compliance with the provisions of this section as a condition prior to performing activities under this Agreement.

B. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence 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.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Recipient hereunder.

D. Recipient shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Recipient. 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.

32. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and

all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

33. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

34. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

35. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Recipient, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Recipient's compliance therewith. Upon receipt of such notice, Recipient shall leave the jobsite and any equipment in a safe condition prior to departing. Recipient must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Recipient costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

In the event the City orders a suspension of work under this Section, the period of performance under this Agreement, including the December 31, 2026 client-transition deadline established in Section 1.D.4, shall be automatically extended by a number of calendar days equal to the duration of the suspension. The City shall provide written confirmation of the extended deadlines within five (5) business days of lifting the suspension.

36. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Kristen Woods, Program Manager, Youth and Family Services

krwoods@santafenm.gov, 505-955-6913

To the Recipient: Beverly Kellam, Interfaith Communtiy Services

bev@interfaithsheltersf.org, 505-670-0632

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph.

37. **Succession**

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

38. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

39. **Penalties for violation of law.**

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

40. Default/Breach.

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

Notwithstanding the foregoing, neither party shall be liable to the other for any indirect, special, incidental, or punitive damages arising out of or related to this Agreement, regardless of whether such damages were foreseeable or the party had been advised of the possibility of such damages.

41. Equitable Remedies.

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

In the event of a material breach of this Agreement by the City, the Recipient shall have the right to seek equitable relief, including specific performance or injunction, from a court of competent jurisdiction to enforce the City's obligations under this Agreement. The Recipient's right to seek equitable relief shall be in addition to, and not in lieu of, any other remedy available under this Agreement or applicable law.

42. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Recipient fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Recipient liable for any excess cost occasioned by the City due to the Recipient's default. The Recipient 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 Recipient; 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 subrecipients due to any of the above, unless the City shall determine that the products or activities to be furnished by the subrecipient were obtainable from other sources in sufficient time to permit the Recipient to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

DATE:_____

RECIPIENT:
INTERFAITH COMMUNITY SHELTER

_____
BEVERLY KELLAM, EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN#:03-1132553-007

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Jul 9, 2026 16:54:46 MDT)

_____
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MONICA MAESTAS, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Services Department/Youth and Family Division	6/12/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2400125	510400		350,000	
Operating Transfer to Homeless Services (Community Development Fund)	1000121	750240		350,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Operating Transfer from Youth & Family Administration (General Fund)	2400125	650100		(350,000)	
				$ 350,000	$ -

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

Funding for Bridge Housing will come from Unanticipated GRT/One-Time Funds.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(350,000)
TOTAL:	**(350,000)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Marcella Apodaca — 6/12/2026
Prepared By *{print name}* — Date

Lia Salaverry — 07/17/2026
Division Director Signature *{optional}* — Date

Sandra Emory — 07/17/2026
Department Director Signature — Date

Andrew J. Hopkins — 07/23/2026
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

Rev. 3/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Company — 29580 INSURER B : New Mexico Employer's Assurance Company — 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		HHN 8532597	12/1/2025	12/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			HHN 8532597	12/1/2025	12/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.117	11/1/2025	11/1/2026	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			HHN 8532597	12/1/2025	12/1/2026	Limit	1,000,000
A	Professional Liab			HHN 8532597	12/1/2025	12/1/2026	Aggregate	2,000,000

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

Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are addtional insurace on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory
10 day cancellation

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $20,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITION ENDORSEMENT - TWO OR MORE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

Two or More Coverage Forms or Policies Issued By Us.

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Services Offered to the City of Santa Fe (updated 4.16.26)

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
- Security Guard Services
- 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

Outlook

Re: Bridge Housing SOW Pre-Look

From MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Date Tue 6/16/2026 4:41 PM
To DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc WOODS, KRISTEN R. <krwoods@santafenm.gov>; Grants <grants@santafenm.gov>; Purchasing <purchasing@santafenm.gov>

Dear Travis:

I concur with your recommendations including changing the "contractor" language into "grant recipient" or more simply the "recipient" to distinguish this agreement from one that the City procures for professional services.

Marcos Martínez

City Attorney
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: Tuesday, June 16, 2026 11:40 AM
To: BOSCH, NICHOLAS J. <njbosch@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: WOODS, KRISTEN R. <krwoods@santafenm.gov>; GONZALES, JUSTIN M. <jmgonzales@santafenm.gov>; CARTER, JASMINE S. <jscarter@santafenm.gov>; Grants <grants@santafenm.gov>; Purchasing <purchasing@santafenm.gov>
Subject: RE: Bridge Housing SOW Pre-Look

Hi Nick:

Thanks for sending this over. I reviewed the SOW, and conceptually, at its core, it aligns with the earlier discussions you referenced around bridge housing as a donation supporting services for sick and indigent individuals, which could place it outside of procurement.

That said, the way the SOW is currently written reads much more like a professional services contract, with prescriptive service delivery requirements and “contractor shall” language. Because of that, I’m not fully comfortable confirming it as outside procurement in its current form.

I do think this is better suited as a grant agreement, but to support that determination, I would recommend reframing the document to focus on allowable uses of funds, program expectations, and performance outcomes rather than defined services.

For example, instead of stating: “The contractor shall ensure the management and operation of up to 23 hotel-style rooms…,” this could be reframed as: “Grant funds will support the operation of up to 23 hotel-style units for the

purpose of providing temporary housing, with the grantee responsible for implementation consistent with program goals and reporting requirements."

That type of shift moves the document away from procuring specific professional services and toward funding a program with defined outcomes and accountability.

If helpful, I can assist in converting this into a grant-style scope that better aligns with the structure we discussed.

@MARTINEZ, MARCOS D., I'd also welcome your perspective here to confirm we're aligned before Nick updates the SOW and I move forward with my determination.

Thank you.

Regards,

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

Book time to meet with me

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

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

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: BOSCH, NICHOLAS J. <njbosch@santafenm.gov>
Sent: Friday, June 12, 2026 12:43 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: WOODS, KRISTEN R. <krwoods@santafenm.gov>; GONZALES, JUSTIN M. <jmgonzales@santafenm.gov>; CARTER, JASMINE S. <jscarter@santafenm.gov>
Subject: Bridge Housing SOW Pre-Look

Travis,

Kristen was working with you recently on this Bridge Housing effort—I'm reaching out to continue the conversation while she's juggling a lot in this moment.

Previously in discussion you had identified that this Bridge Housing effort falls under the category of donations that provide services for sick and indigent, therefore not a procurement. As such, we've worked to structure these arrangements more in line with a grant agreement rather than professional services contract. Before we send the initiate the formal declination and determination, are you able to look at our SOW to 1) see if what is written matches what was discussed, and 2) confirm for us that this SOW still falls outside procurement code and is better suited as a grant agreement?

Just looking to check that what we've put in writing is consistent with the direction we've been moving. Appreciate your time and help!

- Nick

Nicholas J. Bosch, MS, NR-P
Program Manager
Youth & Family Services Division
Community Services Department
Office: (505) 955-6638 | Email: njbosch@santafenm.gov

CITY OF SANTA FE

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This is not applicable, excluded from procurement

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

Profession 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

Created:	2026-06-05
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Agreement completed.
2026-06-05 - 10:26:44 PM GMT

Powered by Adobe Acrobat Sign

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***

Date: May 1, 2026

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

From: Faviola Chavez, Affordable Housing Director FC

Via: Heather Lamboy, Land Use Director

RE: Updating Fee in Lieu and Affordability Requirements for Santa Fe Homes Program

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EXECUTIVE SUMMARY:

If adopted, the proposed bill would amend SFCC 1987, Section 26-1.22, which establishes the requirements for developing rental units under the Santa Fe Homes Program ("SFHP"). The bill makes non-substantive technical updates and clarifications to the calculation of fees paid in lieu of providing on-site affordable units. It also makes a substantive change to the fee-in-lieu calculation by proposing the use of thirty percent (30%) instead of sixty-five percent (65%) when determining the calculation's base fee amount.

ATTACHMENTS:

Memo Attachment – Example Calculations for SFHP
Bill
Fiscal Impact Report

Updated Ordinance Example Calculations

2025 FMR Numbers and example unit numbers:

BR Size	2025 FMR as determined by HUD	# Units	Total Aff'd Units Required
Studio	$1,235	0	0.00
1 BR	$1,368	54	8.10
2 BR	$1,627	67	10.05
3 BR	$2,057	18	2.70
		139	**20.85**

**The FMR remains the same for both the current calculation and the proposed calculation*

Under current ordinance using 65% AMI for fee-in-lieu calculation:

BR Size	Santa Fe Aff'd Rent**	Base Gap	Adjusted Gap (100%)after July 1, 2024
Studio	$ 1,133.00	$ 102.00	$ 204.00
1 BR	$ 1,133.00	$235	$ 470.00
2 BR	$ 1,294.00	$333	$ 666.00
3BR	$ 1,456.00	$601	$ 1,202.00

Fee Per Month	Project Fee**
$0	0
$3,807.00	$91,368.00
$6,693.30	$160,639.20
$3,245.40	$77,889.60
Total: $13,745.7	Project Total: $329,896.80

**Fee per month = adjusted base gap x number of affordable units*

** Project fee = fee per month x 24*

Under proposed ordinance change using 30% AMI for fee-in-lieu calculation:

BR Size	Santa Fe Aff'd Rent**	Base Gap	Adjusted Gap (100%)after July 1, 2024
Studio	$ 523.00	$ 712.00	$ 1,424.00
1 BR	$ 523.00	$ 845.00	$ 1,690.00
2 BR	$ 598 .00	$ 1,029.00	$ 2,058.00
3BR	$ 673.00	$ 1,420.00	$ 2,840.00

Fee Per Month	Project Fee**
$0	0
$13,689.00	$328,536.00
$20,682.90	$496,389.60
$7,668.00	$184,032.00
Total: $42,039.90	Project Total: $1,008,957

**Fee per month = adjusted base gap x number of affordable units*

** Project fee = fee per month x 24*

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-11

INTRODUCED BY:

Mayor Michael Garcia

Councilor Alama Castro

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 CALCULATION TO USE THIRTY PERCENT OF THE AREA MEDIAN INCOME INSTEAD OF SIXTY-FIVE PERCENT WHEN DETERMINING BASE FEE AMOUNT.

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

Section 1. Section 26-1.22 of SFCC 1987 (being Ord. No. 2019-30, § 5) is amended to read:

26-1.22 - Requirements for SFHP rental units.

A. If a SFHP developer obtained a residential building permit for a multifamily residential development between January 1, 2016, and December 31, 2019, then the developer shall pay a fee associated with such development [~~shall be assessed~~] in accordance with SFHP administrative procedures. If applicable, the associated [~~an~~] annexation agreement, subdivision plat, or development plan shall be

underscored material = new [~~bracketed material~~] = delete

administratively amended to reflect the updated requirement and the owner or developer, as applicable, shall record or file, as applicable, the amended document [~~shall be recorded or filed, as applicable, by the owner or development~~]. Incentives for SFHP developers as set forth in subsection 14-8.11 SFCC 1987 [~~will~~] are not be available for these projects, other than the density bonus pursuant to subsection 14-8.11(G)(1).

B. [~~Effective January 1, 2020, and thereafter,~~] A SFHP developer that obtains a building permit for a [~~multifamily~~] residential rental development after January 1, 2020, shall [~~comply with the SFHP ordinance by~~] either: pay[~~ing~~] a fee, create[~~ing~~]e [~~LPDUs~~] Low Priced Dwelling Units ("LPDUs"), or provide affordable on-site units as follows:

(1) *Fee in lieu.* [~~The~~] Except for small multifamily rental projects of twelve (12) or fewer units, and as described by Section 26-1.22(B)(1)(d), SFHP developers may pay [~~of~~] a fee in lieu of providing on-site affordable units, assessed according to a[~~n "affordability gap"~~] calculation that determines the base fee, which is the difference between [~~a~~] the FMR and the rent affordable to a renter earning thirty percent ([~~65~~] 30%) of the AMI.

(a) [~~The steps of the calculation of the base fee amount t~~] To calculate the fee in lieu [~~as more fully described in the administrative procedures, are as follows~~]:

(i) multiply the total number of units [~~broken out by number of bedrooms)~~] of each size, as defined by number of bedrooms, by fifteen percent (15%) to determine the number of affordable units that would have been required to be built if not for the developer paying the fee;

(ii) multiply the number of affordable units required in the previous step (including any decimal places) by the base fee associated with each type of unit [~~broken out by number of bedrooms)~~] (determined by number of bedrooms) to determine the monthly fee; and

(iii) multiply the monthly fee by twenty-four (24) months to determine the total project fee.

(b) HUD's FMR will be used to establish the [~~affordability gap(~~]"base fee amount"[~~)~~] relative to HUD's AMI data. [~~Developers shall pay phased fee increases according to when projects are permitted as follows:~~

~~(i) for units permitted on or before June 30, 2020, the base fee amount;~~

~~(ii) for units permitted between July 1, 2020, and June 30, 2021, the base fee, increased by twenty percent (20%) fee increase;~~

~~(iii) for units permitted between July 1, 2021, and June 30, 2022, the base fee, increased by forty percent (40%) fee increase;~~

~~(iv) for units permitted between July 1, 2022, and June 30, 2023, the base fee, increased by sixty percent (60%) increase;~~

~~(v) for units permitted between July 1, 2023, and June 30, 2024, the base fee, increased by eighty percent (80%) increase; and~~

~~(vi)~~][~~f~~]For units permitted on or after July 1, 2024, the base fee[~~,~~] shall be increased by one hundred percent (100%).

(c) A SFHP developer that creates a vacation time share project or short term rental units shall be subject to the fees set forth in this subparagraph 26-1.22(B)(1);

(d) A small multifamily rental project that consists of twelve (12) or fewer units shall pay the base fee amount, which shall be calculated as the difference between a FMR and the rent affordable to a renter earning thirty percent ([~~65~~] 30%) of the AMI, and shall not be subject to the phased fee increases set forth in subsection 26-1.22(B)(1)(b).

[~~(e) No later than July 1, 2022 staff shall initiate a review of the provisions of subsection 26-1.22(B)(1), as established by ordinance no. 2019-30, and shall present the findings to the governing body within six (6) months.~~]

(2) *One-hundred percent (100%) LPDUs.* A[~~n~~] SFHP developer may create a development that consists of one-hundred percent (100%) LPDUs that shall comply with the requirements set forth in subsection 26-2.3;

(3) *Fifteen percent (15%) affordable rental units.* A[~~n~~] SFHP developer may set aside [~~of~~] fifteen percent (15%) of on-site rental units for income certified renters as described in subsection 26-1.23(A); or

(4) *Combination.* A[~~n~~] SFHP developer may combine two (2) or more of the preceding three (3) options if such a combination provides an equivalent and beneficial impact toward meeting identified housing needs, subject to approval by the office of affordable housing. If a developer chooses to

provide a combination of the options, then the city shall provide the developer incentives set forth in subsection 14-8.11(G), as approved by the land use director.

C. The marketing, leasing, and occupancy of either an SFHP rental unit or an SFHP manufactured home lot that is rented shall conform to the criteria set forth in the administrative procedures. Rental rates shall comply with the rates set forth in subsection 26-1.24 SFCC 1987. SFHP rental units shall comply with the minimum size, unit type(s), and other structural requirements set forth in subsection 26-1.25 SFCC 1987. SFHP developers must obtain approval for the location of SFHP rental units. The units or manufactured home lots shall have compatible exterior architectural and landscaping appearance with other units in the development.

D. Units or manufactured home lots available for SFHP rentals shall be described in a SFHP proposal in sufficient detail so that such units or manufactured home lots can be identified after construction or creation and occupancy. SFHP tenants must meet eligibility requirements at the time they initially lease an SFHP unit.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (May 21, 2026 09:49:43 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

FIR No. 10516.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Updating Fee in Lieu and Affordability Requirements

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Land Use Department, City Attorney's Office

Staff Completing FIR: Faviola Chavez, Affordable Housing Director **Date:** 5/01/2026

Phone: (505) 690-4192

Reviewed by City Attorney: Marcos Martinez (May 22, 2026 09:18:25 MDT) **Date:** 05/22/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 22, 2026 10:07:48 MDT) **Date:** 05/22/2026

Summary:
If adopted, the proposed bill would amend SFCC 1987, Section 26-1.22, which establishes the requirements for developing rental units under the Santa Fe Homes Program ("SFHP"). The bill makes non-substantive technical updates and clarifications to the calculation of fees paid in lieu of providing on-site affordable units. It also makes a substantive change to the fee-in-lieu calculation by proposing the use of thirty percent (30%) instead of sixty-five percent (65%) when determining the calculation's base fee amount.

Departments Affected:
Affordable Housing Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, SFCC 1987, Section 26-1.22, will not be updated to include clarifications and technical updates to the calculation of fees paid in lieu of providing on-site affordable units. There would also not be a decrease from sixty-five percent (65%) to thirty percent (30%) when determining the base fee amount in the fee-in-lieu calculation. This means that the amount collected for developing rental units under the Santa Fe Homes Program would remain status quo.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Section 26-1.22, SFCC 1987, was last updated via Ordinance No. 2019-30.

Performance and Administrative Implications:
None at this time.

Fiscal Implications:
**Currently, the fee-in-lieu calculation uses a percentage of sixty-five percent (65%) to determine the "base fee" amount. The bill proposes to lower this amount to thirty percent (30%). The decrease in this

percentage would result in an increase in the amount the City of Santa Fe would collect from developers, should they opt to pay a fee in lieu of providing on-site affordable units. See the memo attachment "Example Calculations for SFHP" for sample fee-in-lieu calculations.

Fiscal Impact

** ___ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
** See "Fiscal Implications" narrative" above.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2026-11
Update to Fee in Lieu and Affordability Requirements

The following members of the Governing Body joined sponsorship of this legislation:

Pilar Faulkner (May 26, 2026 09:49:04 MDT)

Pilar Faulkner, Councilor

5/26/2026

Date

10516.0

Co-Sponsorship Form - Updating Fee in Lieu and Affordability Requirements - Councilor Faulkner

Final Audit Report 2026-05-26

Created:	2026-05-26
By:	PALMER ANDERSON (pcanderson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABLIEK6oIIUqo_mh_Mr9er-IcVTU91D2S

"Co-Sponsorship Form - Updating Fee in Lieu and Affordability Requirements - Councilor Faulkner" History

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2026-05-26 - 3:28:50 PM GMT

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2026-05-26 - 3:48:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Pilar Faulkner (pfhfaulkner@santafenm.gov)
Signature Date: 2026-05-26 - 3:49:04 PM GMT - Time Source: server- IP address: 76.127.62.125 - Signature Appearance Selected: DRAW

Agreement completed.
2026-05-26 - 3:49:04 PM GMT

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CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2026-11
Update to Fee in Lieu and Affordability Requirements

The following members of the Governing Body joined sponsorship of this legislation:

Lee Garcia

Lee Garcia, Councilor

June 18, 2026

10751.1

Signature:
Lee Garcia (Jun 18, 2026 14:29:43 MDT)

Email: lagarcia@santafenm.gov

Lee Garcia Co-Sponsorship

Final Audit Report 2026-06-18

Created:	2026-06-18
By:	INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKCBymhGG7x0diHCjAHSkq_y-20xb0a48
Documents:	Lee Garcia Co-Sponsorship .pdf (1 page)
Number of Documents:	1
Document page count:	2
Number of supporting files:	0
Supporting files page count:	0

"Lee Garcia Co-Sponsorship" History

Document created by INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
2026-06-18 - 3:56:35 PM GMT- IP address: 63.232.20.2

Document emailed to lagarcia@santafenm.gov for signature
2026-06-18 - 3:57:10 PM GMT

Email viewed by lagarcia@santafenm.gov
2026-06-18 - 8:23:12 PM GMT- IP address: 71.29.200.58

Signer lagarcia@santafenm.gov entered name at signing as Lee Garcia
2026-06-18 - 8:29:41 PM GMT- IP address: 71.29.200.58

Document e-signed by Lee Garcia (lagarcia@santafenm.gov)
Signature Date: 2026-06-18 - 8:29:43 PM GMT - Time Source: server- IP address: 71.29.200.58 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-06-18 - 8:29:43 PM GMT

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Calculation for Fee-in-Lieu Payment	
Project Name	**Example Project**
Project Address	**Example Project**

BR Size	# Units	Aff'd Units	Fee/Unit	Fee/Month
Studio	0	0	$ 204	$ -
1	54	8.1	$ 470	$ 3,807
2	67	10.05	$ 666	$ 6,693
3	18	2.7	$ 1,202	$ 3,245
TOTAL	**139**	**20.85**		**$ 13,746**
				Cost Per Unit

BR Size	2025 HUD FMR	Santa Fe Aff'd Rent	Base Gap*	Adjusted Gap (100%)after July 1, 2024**
Studio	$1,235	$ 1,133.00	$102.00	$204.00
1 BR	$1,368	$ 1,133.00	$235.00	$470.00
2 BR	$1,627	$ 1,294.00	$333.00	$666.00
3BR	$2,057	$ 1,456.00	$601.00	$1,202.00

*Calculation: HUD FMR - Santa Fe Affordable Rent = Base Gap
**Calculation: Base gap x 2 = Adjusted Gap

Calculation Base Fee by Unit Type
Start with HUD Fair Market Rent (FMR).
Subtract the 65% rent amount.
Multiply the rent gap by 2 to set the base fee.

	Project Fee
$	-
$	91,368.00
$	160,639.20
$	77,889.60
$	**329,896.80**
$	**15,822.39**

Calculation for Fee-in-Lieu Payment	
Project Name	**Example Project**
Project Address	**Example Project**

BR Size	# Units	Aff'd Units	Fee/Unit	Fee/Month
Studio	0	0	$ 1,424	$ -
1	54	8.1	$ 1,690	$ 13,689
2	67	10.05	$ 2,058	$ 20,683
3	18	2.7	$ 2,768	$ 7,474
TOTAL	**139**	**20.85**		**$ 41,846**
				Cost Per Unit

BR Size	2025 FMR as determined by HUD	Santa Fe Aff'd Rent	Base Gap*	Adjusted Gap (100%)after July 1, 2024**
Studio	$1,235	$ 523.00	$712.00	$1,424.00
1 BR	$1,368	$ 523.00	$845.00	$1,690.00
2 BR	$1,627	$ 598.00	$1,029.00	$2,058.00
3BR	$2,057	$ 673.00	$1,384.00	$2,768.00

*Calculation: HUD FMR - Santa Fe Affordable Rent = Base Gap
**Calculation: Base gap x 2 = Adjusted Gap

Calculation Base Fee by Unit Type
Start with HUD Fair Market Rent (FMR).
Subtract the 30% rent amount.
Multiply the rent gap by 2 to set the base fee.

	Project Fee
$	-
$	328,536.00
$	496,389.60
$	179,366.40
$	**1,004,292.00**
$	**48,167.48**

Fee-in-lieu Proposed Changes

Below is a 139-unit project example, demonstrating a comparison of the current and proposed fee structure. Based on this example the fee went from 15k to 48k per unit. **Please note** that the cost per unit may vary depending on the project size and unit composition.

Current Fee-in-Lieu

65% AMI: basis for the gap calculation that establishes the per unit fee.

BR Size	# Units	Aff'd Units	Fee/Unit	Fee/Month	Project Fee
Studio	0	0	$ 204	$ -	$ -
1	54	8.1	$ 470	$ 3,807	$ 91,368.00
2	67	10.05	$ 666	$ 6,693	$ 160,639.20
3	18	2.7	$ 1,202	$ 3,245	$ 77,889.60
TOTAL	**139**	**20.85**		**$ 13,746**	**$ 329,896.80**
				Cost Per Unit	**$ 15,822.39**

Proposed Fee-in-Lieu

30% AMI: basis for the gap calculation that establishes the per unit fee.

BR Size	# Units	Aff'd Units	Fee/Unit	Fee/Month	Project Fee
Studio	0	0	$ 1,424	$ -	$ -
1	54	8.1	$ 1,690	$ 13,689	$ 328,536.00
2	67	10.05	$ 2,058	$ 20,683	$ 496,389.60
3	18	2.7	$ 2,768	$ 7,474	$ 179,366.40
TOTAL	**139**	**20.85**		**$ 41,846**	**$ 1,004,292.00**
				Cost Per Unit	**$ 48,167.48**

Fee per Unit (based on example above)

Current: $15,822 per affordable unit

Proposed: $48,167 per affordable unit

National Program Comparison

Even with this increase in the fee per unit, the cost per unit is still substantially below the other national program fee amounts. See data below related to inclusionary fee structures across the US.

City	Fee Structure	Rental Rate Amount
Boston, MA	Per Affordable Unit	$200,000 – $380,000
Larkspur, CA	Per Affordable Unit	$298,784
Broomfield, CO	Per Affordable Unit	$106,635
Denver, CO	Per Affordable Unit	$250,000 - $478,000
Littleton, CO	Per Affordable Unit	$277,890
Boulder, CO	Per Affordable Unit	$106,000 - $165,000

Two examples from our neighboring state Colorado (Broomfield and Boulder) are closest to the proposed fee in lieu. These examples are still approximately 120% higher than the proposed fee structure.

Fee Approach

Santa Fe's current calculation is unique and results in a substantially lower per unit fee structure than most cities across the US. This is because most cities utilize the subsidy replacement model approach when identifying their per unit fee amount. The subsidy replacement model uses the average cost to develop a rental housing unit and the subsidy needed to build a similar affordable unit in their community. Below is an example of what a subsidy replacement model approach would equate to in Santa Fe.

Santa Fe Example

Approximate Average Cost Per Unit: $350,000
Average Subsidy Percentage: 50%
Subsidy Cost Per Unit: $350,000 x 50% = $175,000

This explains the discrepancy between Santa Fe's per unit fee amount and the amounts we see nationally. The proposed increase is not only be well below other national programs, but it is

also well below the general amount Santa Fe would request if they were to use the popular subsidy replacement model calculation.

Additionally, if the general subsidy needed to build new affordable housing units is approximately $175,000 per unit, a fee of approximately $38,000 falls substantially short of what is needed to build a replacement unit. Therefore, slowing Santa Fe's affordable housing development impact.

Payment Timing

Although most programs require developers to pay the fee at permit issuance or application. There are some jurisdictions that allow developers to defer payment until the issuance of a Temporary Certificate of Occupancy (TCO) or Final Certificate of Occupancy (COO).

Date: June 15, 2026

To: Governing Body, Quality of Life Committee, Public Works and Utilities Committee

From: Sam Burnett, Public Works Director JOHN BURNETT

RE: Updating Closure Rules on Plaza for Vehicular Traffic

EXECUTIVE SUMMARY:

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets surrounding Plaza Park annually from Memorial Day to October 31st or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park. Specifically, the resolution directs the City Manager to effectuate the following actions:

1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open during the designated cruise nights.

BACKGROUND:

Resolution No. 2014-49 notes that as a result of a 2003 safety recommendation from the "Plaza Task Force," that "Palace Avenue in front of the Palace of the Governors was closed to vehicular traffic with the exception of loading and unloading and emergency vehicle access," and the resolution goes on to authorize a "[c]ontinuation of the closure of Palace Avenue." Lincoln Avenue has not been reopened to vehicles after the summer closure for multiple years.

ATTACHMENTS:

Resolution
FIR

Signature: JOHN BURNETT (Jun 22, 2026 09:39:48 MDT)

Email: jsburnett@santafenm.gov

Updating Closure Rules on Plaza for Vehicular Traffic (Memo)

Final Audit Report 2026-06-22

Created:	2026-06-22
By:	CHRISTINE SPIERS (cmspiers@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsdHKwPQIepb1GWqP4KNE3UfEV465h0HL
Documents:	Updating Closure Rules on Plaza for Vehicular Traffic (Memo).docx (1 page)
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Document page count:	2
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Supporting files page count:	0

"Updating Closure Rules on Plaza for Vehicular Traffic (Memo)" History

Document created by CHRISTINE SPIERS (cmspiers@santafenm.gov)
2026-06-22 - 3:24:30 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
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Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-06-22 - 3:39:36 PM GMT- IP address: 174.218.21.197

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2026-06-22 - 3:39:48 PM GMT - Time Source: server- IP address: 174.218.21.197 - Signature Appearance Selected: MOBILE_DRAW

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Patricia Feghali

Councilor Alma Castro

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.

WHEREAS, the Santa Fe Plaza ("Plaza") has been the commercial, social, and political center of Santa Fe since 1610; and

WHEREAS, the Plaza is a destination for many visitors interested in Santa Fe history and culture; and

WHEREAS, SFCC 1987, Section 23-5 regulates the use of the Plaza, Plaza Park and Plaza periphery; and

WHEREAS, SFCC 1987, Section 23-5.1 (S), (T), and (W) defines the Plaza and the Plaza Park area as follows:

> *Plaza* means that inclusive area bounded on the north by the north curbline of Palace Avenue running in front of the Palace of the Governors, and on all other sides by the facades of the buildings, excluding portals, or property lines lying to the east, south and

west of the Plaza Park as outlined in the map prepared by the city, labeled "Plaza Park Map."

Plaza Park means that inclusive area bounded by the inside back of the curb surrounding the Plaza as outlined in the map prepared by the city, labeled "Plaza Park Map."

WHEREAS, the Plaza belongs to all of Santa Fe and is home to many annual events that draw residents and visitors to the Plaza and creates social connections, economic development, and funding for community non-profits, including but not limited to the eight major events authorized by SFCC 1987, Section 23-5.2(A)(1)(a-h); and

WHEREAS, many cities are reducing vehicular traffic as a way to preserve and protect historic areas as well as enhance pedestrian safety; and

WHEREAS, the City has limited vehicular access to the streets around the Plaza Park over the years by closing Palace Avenue, Lincoln Avenue, and Old Santa Fe trail for various reasons and as described in Resolution Nos. 2014-49, 2014-75, and 2016-80; and

WHEREAS, the City already often closes San Francisco Street during the summer months due to events, and closing San Francisco Street seasonally would lead to more predictability for drivers and pedestrians; and

WHEREAS, specifically, Resolution No. 2014-49 notes that as a result of a 2003 safety recommendation from the "Plaza Task Force," that "Palace Avenue in front of the Palace of the Governors was closed to vehicular traffic with the exception of loading and unloading and emergency vehicle access", and then the resolution goes on to authorize a "[c]ontinuation of the closure of Palace Avenue"; and

WHEREAS, Resolution No. 2016-80 amended Resolution No. 2014-75 to extend the established time period for vehicular traffic restriction around Plaza Park on Lincoln Avenue and Old Santa Fe Trail to Memorial Day through October 31 "or such later date determined by the

city manager…; and

WHEREAS, Lincoln Avenue has not reopened to vehicles after the summer closure for several years, to the benefit of pedestrians and visitors to the Plaza; and

WHEREAS, Resolution No. 2020-24 established a framework for evaluating the temporary closure of streets to vehicular traffic during the 2020 COVID-19 pandemic, which only applied to the year 2020 and is no longer relevant; and

WHEREAS, in an effort to create continued enhancement of pedestrian safety and enjoyment of the Plaza area, the Governing Body wishes to further reduce vehicular traffic on the plaza.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the streets around Plaza Park shall be closed to vehicular traffic, except for bicycles and other human-powered, non-electric devices, from Memorial Day to October 31 or such later date determined by the city manager, annually.

BE IT FURTHER RESOLVED that the City Manager shall direct appropriate staff to take the appropriate steps to effectuate the following actions:

1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicular traffic permanently; and
3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue

exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and

5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (Jun 18, 2026 14:25:39 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Seasonally Closing the Plaza to Vehicular Traffic

FIR No. 1064.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Updating Closure Rules on Plaza for Vehicular Traffic

Sponsor(s): Councilor Patricia Feghali

Reviewing Department(s): Public Works Department, City Attorney's Office

Staff Completing FIR: Barbara Lopez, Public Works Project Manager **Date:** 6/15/2026

Phone: (505) 955-2110

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (Jun 18, 2026 14:25:39 MDT) **Date:** 06/18/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 18, 2026 14:59:40 MDT) **Date:** 06/18/2026

Summary:

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets to vehicular traffic surrounding Plaza Park annually from Memorial Day to October 31st or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park to vehicular traffic. Specifically, the resolution directs the City Manager to effectuate the following actions:

1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

Departments Affected:

Public Works Department, Parks and Open Space Department, Santa Fe Police Department, Parking Division, and Santa Fe Fire Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the requirements contained in Resolution Nos. 2014-49 and 2016-80 would not be updated, and would remain status quo. Additionally, Palace Avenue and Lincoln Avenue, along Plaza Park, would not be close permanently to vehicles.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution is related to Resolution Nos. 2014-49, 2014-75, 2016-80

Performance and Administrative Implications:
The Santa Fe Police Department would need to deliver and place Meridian Barriers at San Francisco Street at Don Gaspar Avenue and San Fransico Street at Old Santa Fe Trail. Parks and Open Space maintenance staff would need to place regulatory signage to notify motorists of the vehicular restrictions associated with the Plaza closure.

Fiscal Implications:
Implementation of the closure of the Plaza to vehicular traffic would require the installation of traffic control measures and regulatory signage to ensure public safety, preserve pedestrian access, and maintain orderly use of the Plaza area. To effectively restrict vehicle access, Meridian Barriers would need to be installed at San Francisco Street at Don Gaspar Avenue and San Francisco Street at Old Santa Fe Trail. The Meridian Barriers would be delivered and installed by the Santa Fe Police Department at a cost of $4,896, which would cover the labor of six officers for the installation. Permanent traffic signs would also need to be installed at all entrances to Palace Avenue between Lincoln Avenue and Washington Avenue to notify motorists of the vehicular restrictions. Additional signage would need to be installed to indicate prohibited commercial walking tours, bicycle tours, and pedicab operations within the designated loading and unloading zone. The cost of the regulatory and prohibitory signs would be $200, and the cost for parks and open space maintenance staff to install would be $200.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2027	FYE 2028	FYE 2029	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 5096	$ 5096	$ 5096	No	Reoccurring		
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$ 200	$ 200	$ 200				$ 600
Total:	$ 5296	$ 5296	$ 5296				$ 15888

Expenditure Narrative:
The estimated one-time implementation cost associated with the permanent Plaza closure is **$5,296 per year**. These expenditures would be absorbed by existing City of Santa Fe departmental budgets unless otherwise appropriated by the Governing Body. The proposed traffic control and signage measures are intended to improve pedestrian safety, reduce operational conflicts, protect emergency access routes, and support the long-term management of the Plaza as a pedestrian-focused public space.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: bvlopez@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: mamcdonald@santafenm.gov