


# City of Santa Fe, New Mexico

## memo

**DATE:** June 9, 2017

**TO:** Finance Committee (June 19, 2017)  
City Council (June 28, 2017)

**FROM:** Alexandra Ladd,   
Office of Affordable Housing

**RE:** Professional Services Agreements for Poverty and Climate Solutions/Verde Fund (RFP 17/27/P)

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### **ACTION REQUESTED**

Approve two (2) Professional Services Agreements (PSAs) awarded through the Poverty and Climate Solutions RFP (2140.22140):

1. Homewise: \$100,000
2. Verde Community Impact Collaborative (Youthworks): \$200,000

### **BACKGROUND**

In May of 2016, the Governing Body approved Resolution 2016-42 which established the Verde Fund and called for a one-time appropriation of \$300,000. Proponents were asked to address the following goals:

- Reduce systemic poverty throughout Santa Fe
- Achieve carbon neutrality
- Promote workforce empowerment and create opportunity for the unemployed

### **ITEM AND ISSUE**

The Resolution further and staff released an RFP in January of 2017 that called for providing, "a specific set of integrated, wrap-around services that strengthen the housing, healthcare, education, transportation, food, and employment opportunities... while reducing energy use and lowering carbon emissions".

Four proposals were received two projects were selected as finalists by the Evaluation Committee. Upon a second interview, the Committee opted to fund two of the projects which

best met the proposal guidelines of lowering “living costs for low- and very-low income people while also providing options to lower energy use.” Based on this, the proposed scopes of work in the attached PSAs were negotiated, a summary of which follows.

### **Homewise SOL (Solar Opportunity Loan) Fund**

The SOL fund makes solar obtainable for households with moderate incomes by bringing down the primary barrier to solar energy which are the up-front product costs and installation costs. Through access to low-cost, fixed rate loans, many of these households will find that their loan payments are lower than their prior energy bills. Homewise proposes to leverage \$100,000 of the Verde Fund financing to leverage \$400,000 of additional capital for a total investment of \$500,000 into the SOL fund. This amount represents 20 homes converting to solar energy (\$25,000/home) and prevents 89 tons of carbon from being released into the atmosphere each year. Funding will be reserved for owner households earning less than 80% of the area median income (AMI). Additionally, Homewise will offer a sliding scale in interest rates for loan recipients, bringing down interest rates to 3% for very-low income households.

### **Youthworks/Verde Community Impact Collective (VCIC)**

VCIC is a collaboration of nine partner agencies that proposes concrete deliverables in several areas: improving food security, reducing carbon emissions through weatherization, addressing climate change threats through fire risk management, and addressing youth homelessness. Each partner agency provides resources and support for the activity related to them. Additionally, the project proposes to connect over 40 youth to jobs in weatherization, culinary arts, greenhouse management, and fire prevention. Providing energy efficiency services to 40 homes has the potential to offset 36 tons of carbon emissions per year.

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CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Homewise (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall contribute to climate and poverty solutions for the City by expanding its provision of loans through the Solar Opportunity Loan (SOL) Fund, targeting households that make less than 80% of Area Median Income (AMI).

B. Program Deliverables:

(1) Homewise will utilize \$100k from the Verde Fund to provide 5 loans targeting households that make less than 80% of AMI, for the purchase of a solar photovoltaic (PV) system.

(2) Homewise will leverage an additional \$400k in capital to further finance up to 20 additional loans, targeting households that make less than 80% of AMI, for the purchase of a solar photovoltaic (PV) system.

(3) Homewise will offer loans at rates

between 3-4% interest for households making less than 80% of AMI.

C. Program Components: Successful execution of the program includes but is not limited to the following:

(1) Prioritizing PV installation projects that result in short-term and long-term financial benefits for low- and moderate-income households. Short term benefits may include an interest rate and loan payback time that result in monthly loan payments that are equivalent or below the household's average monthly electricity bill. Long term benefits may include increased property value of the house related to the installation.

(2) Using existing mechanisms for education and outreach to promote access to the SOL Fund for households making less than 80% of AMI, including, but not limited to, a point of contact loan application process, targeted email, direct mail, phone calls, outreach to 5,000 homeowners in Homewise's existing data base, and provide onsite outreach at employment centers and through other community organizations and events.

(3) Partnering with local solar PV installers who are able to offer the most appropriate system package for the homeowners at competitive costs.

(5) Working with interested applicants who may not yet qualify for loans to help them understand credit risks and sound financial management choices that will be needed to meet loan requirements.

(6) Implementing a comprehensive tracking and evaluation process and providing quarterly reports to the City. This will include using a mortgage loan origination system and custom-designed client management system database that stores borrower and property information, such as borrower income level, household demographics, cost of home improvements and energy efficiency retrofits, solar PV system cost and capacity, utility bills and consumption, as well as loan payment schedule. No data provided to the City will include information that would allow identification of the loan recipient.

E. Quarterly Reports: Provide quarterly reports that reflect progress on the contract deliverables and document impacts on metrics of climate and poverty. The report shall include both quantifiable and qualitative measures, as defined below:

(1) Efficacy of outreach efforts, measured by # of loan applications received by income level for SOL Fund, including applications that were rejected.

(2) Poverty impact of solar PV installation to loan recipients. Impact will be documented by calculating the net financial benefit of solar by comparing the value of the energy generated from the PV system to the monthly loan payment for the system.

(3) Climate impact of solar PV system, in terms of annual metric tons of carbon dioxide (CO<sub>2</sub>) emissions avoided (e.g., annual energy generation by PV system (kWh) x current emissions factor from PNM electricity grid (metric tons CO<sub>2</sub>/kWh). The emission factor for the PNM grid in 2015 was 0.0006 tCO<sub>2</sub>/kWh.

(4) Data tables as approved by the City that include demographics, loan details, and solar PV system details.

(5) Summary of challenges reaching and meeting the needs of target population to date and any plans and ideas for solutions.

F. Final Report: Provide a final report and summary, upon completion of all services, regarding all activities undertaken and data obtained to support overall program evaluation and effectiveness. The report should clearly delineate both climate and poverty impacts of the program, as outlined in the quarterly reports, but compiled over the entire length of the contract.

G. Marketing: The Contractor agrees to include on all marketing materials, the City of Santa Fe's logo and related branding.

H. Data Collection/Analysis: In order to further a city wide data collection effort, Contractor agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it 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 a sum not to exceed one hundred thousand dollars (\$100,000) inclusive of gross receipts taxes.

B. Payment shall be made on a reimbursable basis according to the following:

(1) Receipt and approval by the City of income certification documents and a report of loan services provided to eligible recipients.

(2) Submission of quarterly report that includes data tables related to demographic information, loan details, and poverty and climate impacts.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate December 31<sup>st</sup> 2018, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) additional one (1) year terms contingent upon parties reaching an agreement as to the terms and conditions and not to exceed four (4) years.



The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF  
EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor

agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this 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.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant

for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this 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.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Office of Economic Development  
P.O. Box 909  
Santa Fe, NM 87504

Contractor:  
Homewise  
1301 Siler Rd  
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.



CITY OF SANTA FE:

CONTRACTOR:  
HOMEWISE

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_  
CITY OF SANTA FE  
BUSINESS REGISTRATION  
# \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

   
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
ADAM K. JOHNSON,  
FINANCE DIRECTOR

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM



# City of Santa Fe

## Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☐

2 Name of Contractor Homewise

3 Complete information requested ☐ Plus GRT  
☐ Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

**Contract is for:** Expanding its provision of loans through the Solar Opportunity Loan (SOL) Fund, targeting households that make less than 80% AMI

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

**Amendment is for:** \_\_\_\_\_

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ 100,000.00 of original Contract# \_\_\_\_\_ Termination Date: 12/31/2018

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: 100,000.00



## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** One year terms  
example: (First year of 4 year contract)

**7 Funding Source:** Verde Fund **BU/Line Item:** 22140.519999

**8 Any out-of-the ordinary or unusual issues or concerns:**

\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Roberta Catanach

Phone # \_\_\_\_\_ -6421

**10 Certificate of Insurance attached.** (if original Contract) ☐

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**



HOMEINC-05

SMONCAYO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2017

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).

|   |  |  |  |               |
|---|--|--|--|---------------|
| <b>PRODUCER</b> License # 0757776<br><b>HUB International Insurance Services (NMX)</b><br>2905 Rodeo Park Drive East, Suite 100<br>Santa Fe, NM 87505 |  | <b>CONTACT NAME:</b> Michelle Vialpando<br><b>PHONE (A/C, No, Ext):</b> (505) 992-1873<br><b>FAX (A/C, No):</b> (866) 621-0427<br><b>E-MAIL ADDRESS:</b> michelle.vialpando@hubinternational.com |  |               |
| <b>INSURED</b><br><br><b>Homewise Inc</b><br>1301 Siler Rd Building D<br>Santa Fe, NM 87507   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|   |  | <b>INSURER A : Central Mutual Insurance Company</b>  |  | <b>20230</b>  |
|   |  | <b>INSURER B : New Mexico Assurance Company</b>  |  | <b>13673</b>  |
|   |  | <b>INSURER C : Starstone National Insurance Company</b>  |  | <b>25496</b>  |
|   |  | <b>INSURER D :</b>   |  |               |
|   |  | <b>INSURER E :</b>   |  |               |
| <b>INSURER F :</b>  |  |  |  |               |

## 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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><br>OTHER: | X         |          | CLP8361218    | 05/23/2017              | 05/23/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | CLP8361218    | 05/23/2017              | 05/23/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          | CXS9657964    | 05/23/2017              | 05/23/2018              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | 5950124       | 12/03/2016              | 12/03/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| C        | <b>Excess Liability</b>   |           |          | 29662D173ALI  | 05/23/2017              | 05/23/2018              | <b>Each Occurrence</b> 3,000,000   |
| C        |   |           |          | 29662D173ALI  | 05/23/2017              | 05/23/2018              | <b>Aggregate</b> 3,000,000   |

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

Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability. Workers Compensation coverage is evidence only.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and YouthWorks (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall contribute to climate and poverty solutions on behalf of the City by executing the Verde Community Impact Collaborative (VCIC), by providing the following services:

A. Ensure Program Delivery: Create a well-organized and transparent management and coordination structure to ensure effective delivery of programs with partners (The Food Depot, Dashing Delivery and/or other Transportation Provider, Reunity Resources, MoGro, Wildfire Network, All Trees Firewood, Inc., ProScape, Adelante Program for Homeless Student Services, Santa Fe Community College). The Contractor will rely on the following management practices:

(1) Scheduling recurring management meetings with VCIC partners to evaluate impact, address

challenges, and strategize about possible avenues for continued funding and collaboration beyond the Verde grant.

(2) Implementing a bi-weekly data collection process using clearly defined metrics and protocols, utilizing a client and program tracking software package and database, integrating progress reports submitted by partners.

B. Improve Food Security: Prepare and deliver meals to youth at afterschool programs and deliver fresh produce boxes to sites that work with families in need. As a direct result of activities to support food security as proposed through the VCIC, the following deliverables will be achieved:

(1) Approximately 750 daily after school meals delivered during the school year, serving approx. 60 youth per site and creating the following jobs: three (3) full time and five (5) part-time culinary jobs for youth and one (1) full time chef coordinator position, one (1) full time greenhouse manager position, six (6) greenhouse internships (12 weeks each cohort); and providing one (1) greenhouse management career certification.

(2) Fifty (50) food boxes per month for income eligible non-EBT eligible families delivered over eight (8) months, creating Food Ambassadors at four (4)

school sites who receive stipends and training, and providing up to three (3) culinary field certification opportunities.

C. Reduce Carbon Emissions: Conduct energy audits and weatherization for homes with low-income homeowners to achieve the following deliverables:

(1) Home weatherization and energy efficiency retrofits provided to forty (40) single family/multi-family homes/dwellings;

(2) Eight (8) weatherization crew jobs created;

(3) Two (2) energy efficiency trades career certifications provided, and up to three (3) social media film certifications obtained;

(4) An educational and outreach tool created through a documentary film and/or social media about the weatherization program and other aspects of the VCIC project, documenting the monetary and climate impacts of energy efficiency and weatherization.

D. Mitigate Climate Change Effects: Provide fire prevention services in Santa Fe's surrounding forest and find reuse for dead wood. As a direct result of activities to mitigate the effects of climate change as proposed through the VCIC, the following deliverables will be achieved:

(1) Fire mitigation services will be delivered on 75 acres of private/public land sites that impact Santa Fe area residents

(2) 1,000 tons of wood thinned and removed for conversion biomass;

(2) One (1) youth-led Wildfire Network Workshop will be held;

(3) Eight (8) Wildland Fire Mitigation jobs created, and 2 career certifications provided.

E. Address Youth Homelessness: match homeless youth with families for at least a 6-month stay, provide referral to wrap-around services, and create a post-housing transition plan for securing permanent housing. Deliverables include:

(1) 4 youth placed in Host Home Housing for up to 6 months.

F. Address Youth Employment: connect youth to long term employment in weatherization/construction, culinary arts, greenhouse management, fire prevention/forest management, and other skills. Deliverables include:

(1) Forty-four (44) jobs created/filled (including part-time positions, full-time positions,



apprenticeships and internships), of varying duration (3, 6, and 9 months);

(2) Complemented job placement with ongoing GED coursework and SFCC credited internships when needed and feasible for participants;

(3) Participant program achievements and post program information will be tracked for a minimum of six months after program exit to include documentation of subsequent educational and/or career steps. This information shall include, but is not limited to, a) number of participants employed, b) number enrolled in higher education or career certification, c) other notable job and career and academic achievements, d) number participating/attending entrepreneurial program workshops, and e) those for whom no information is no longer available.

G. Quarterly Reports: Provide Quarterly Reports that reflect the contract deliverables and economic development impacts for the City of Santa Fe. The report shall include both quantifiable and qualitative measures:

(1) Numbers of meals served at a given frequency to defined populations, and total number of produce boxes delivered.

(2) Numbers of qualified homes reached, # of homeowners educated, # of homes retrofitted and audited

for energy use, description and cost of intervention, when feasible, compare pre- and post-weatherization utility bills over six (6) months showing energy and monetary savings;

(3) Number of homeless youth successfully matched to housing, duration of stay, and plan for transition;

(4) Number of acres of forest impacted, total tons of biomass fuel removed, total tons used for firewood, compost, or mulch, and number of residents educated in civilian wildfire threat assessment and treatment;

(5) Number of job opportunities created, numbers of job trainees, types of jobs, total hours employed, wages earned through YW employment/training in VCIC project (we cannot truly collect total wages earned via other employers,) types of trainings and certifications, and # of trainees who were matched with full time employment.

F. Final Report: Provide a final aggregate report and summary, upon completion of all services, regarding all VCIC activities undertaken and data obtained to support overall program evaluation and effectiveness. The report should clearly delineate both climate and

poverty impacts of the program. Climate impacts should include estimated tons of carbon dioxide emission reductions resulting from the activities completed.

G. Marketing: The Contractor agrees to include on all marketing materials, the City of Santa Fe's logo and related branding.

H. In order to further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, Contractor agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

## 2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it 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 a sum not to exceed two hundred thousand dollars (\$200,000) inclusive of gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt of invoices reviewed and approved by the City. Invoices shall include short detailed statements containing a description of work completed for VCIC, which shall include but is not limited to staff achievements and accomplishments of participants. This is in addition to the quarterly and final reports indicating satisfactory progress towards deliverables of this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate amended to Dec 31, 2018, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) additional one (1) year terms contingent upon parties reaching an agreement as to the terms and conditions and not exceed four (4) years. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives

notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's



compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

### 13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have

the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this 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.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the

entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this 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.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery

or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Office of Affordable Housing  
P.O. Box 909  
Santa Fe, NM 87504

Contractor:  
YouthWorks  
1000 Cordova Place  
#415  
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_



DATE: \_\_\_\_\_

CRS# \_\_\_\_\_  
CITY OF SANTA FE  
BUSINESS REGISTRATION  
# \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

   
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
ADAM K. JOHNSON,  
FINANCE DIRECTOR

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM



# City of Santa Fe

## Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☐

2 Name of Contractor YouthWorks

3 Complete information requested ☐ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

**Contract is for:** Executing the Verde Community Impact Collaborative (VCIC)

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

**Amendment is for:** \_\_\_\_\_

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ 200,000.00 of original Contract# \_\_\_\_\_ Termination Date: 12/31/2018

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: 100,000.00



## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** One year terms  
example: (First year of 4 year contract)

**7 Funding Source:** Verde Fund **BU/Line Item:** 22140.519999

**8 Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Roberta Catanach  
Phone # \_\_\_\_\_ -6421

**10 Certificate of Insurance attached.** (if original Contract) ☐

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2016

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).

| <b>PRODUCER</b><br>Conservation United<br>PO Box 759<br><br>Higley AZ 85236             |                                | <b>CONTACT NAME:</b> Kelly Cassady<br><b>PHONE (A/C, No, Ext):</b> (844) 559-8336<br><b>FAX (A/C, No):</b> (602) 388-8110<br><b>E-MAIL ADDRESS:</b>  |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |
|---|--------------------------------|--|--|-------------------------------|--|--------|------------|--------------------------------|-------|------------|------------------------------|-------|------------|---------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Santa Fe Youth Works<br>1000 Cordova Pl #415<br><br>Santa Fe NM 85706 |                                | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Security National Insurance Co</td><td>19879</td></tr><tr><td>INSURER B:</td><td>First Nonprofit Insurance Co</td><td>10859</td></tr><tr><td>INSURER C:</td><td>Milwaukee Casualty Ins Co</td><td>26662</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> |  | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Security National Insurance Co | 19879 | INSURER B: | First Nonprofit Insurance Co | 10859 | INSURER C: | Milwaukee Casualty Ins Co | 26662 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE   |                                | NAIC #   |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |
| INSURER A:  | Security National Insurance Co | 19879  |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |
| INSURER B:  | First Nonprofit Insurance Co   | 10859  |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |
| INSURER C:  | Milwaukee Casualty Ins Co      | 26662  |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |
| INSURER D:  |                                |  |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |
| INSURER E:  |                                |  |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |
| INSURER F:  |                                |  |  |                               |  |        |            |                                |       |            |                              |       |            |                           |       |            |  |  |            |  |  |            |  |  |

COVERAGES CERTIFICATE NUMBER: CL167100282 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X          |          | SPP1113926 00 | 7/2/2016                | 7/2/2017                | EACH OCCURRENCE \$ 1,000,000            |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000   |            |          |               |                         |                         |   |
|          | MED EXP (Any one person) \$ 10,000   |            |          |               |                         |                         |   |
|          | PERSONAL & ADV INJURY \$ 1,000,000   |            |          |               |                         |                         |   |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |            |          | SPP1113926 00 | 7/2/2016                | 7/2/2017                | GENERAL AGGREGATE \$ 3,000,000          |
|          | PRODUCTS - COMP/OP AGG \$ 3,000,000  |            |          |               |                         |                         |   |
|          | Sexual Abuse Cov \$ 1,000,000  |            |          |               |                         |                         |   |
|          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000   |            |          |               |                         |                         |   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |            |          | SMB1113047    | 7/2/2016                | 7/2/2017                | BODILY INJURY (Per person) \$           |
|          | CLAIMS-MADE  |            |          |               |                         |                         |   |
|          | BODILY INJURY (Per accident) \$  |            |          |               |                         |                         |   |
|          | PROPERTY DAMAGE (Per accident) \$  |            |          |               |                         |                         |   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N/A |          | MWC1010221    | 8/1/2015                | 8/1/2016                | EACH OCCURRENCE \$ 1,000,000            |
|          | PER STATUTE  |            |          |               |                         |                         |   |
|          | AGGREGATE \$ 1,000,000   |            |          |               |                         |                         |   |
|          | E.L. EACH ACCIDENT \$ 1,000,000  |            |          |               |                         |                         |   |
| A        | Directors & Officers   |            |          | SML133369700  | 4/5/2016                | 4/5/2017                | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
|          | Employment Practices   |            |          |               |                         |                         | SML133369700                            |
| A        |  |            |          | SML133369700  | 4/5/2016                | 04/05/2017              | Aggregate \$1,000,000                   |
|          |  |            |          |               |                         |                         | Aggregate \$1,000,000                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Santa Fe is named as additional insureds with respects to the general liability

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of Santa Fe<br>PO Box 909<br>Santa Fe, NM 87504-0909 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>Robert Johnston/KCASS<br><br><i>Robert Johnston</i> |
|--|---|

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