


# City of Santa Fe, New Mexico

## memo

DATE: January 18, 2018

TO: Shirley Rodriguez, Procurement

VIA: Faustino Contreras, ITT Project Manager

FROM: Lisa Martinez, Director   
Land Use Department

SUBJECT: Cortez Consulting and Expediting Exempt from Procurement

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The Land Use Department is requesting your approval to allow Yolanda Cortez as the Principal of Cortez Consulting and Expediting to be exempt from procurement for the following reasons: The position of System Implementation Leader requires a unique leadership skillset in that this position must have an established rapport with staff to be consistently effective in the position. The position further requires someone who is uniquely familiar with the City of Santa Fe business processes. As Ms. Cortez worked for the City for 25 years, she is uniquely qualified and it is in the best interest of the City of Santa Fe to allow this exemption.

Thank you for your consideration in this matter.

# City of Santa Fe, New Mexico

## memo

DATE: January 11, 2018

TO: Brian Snyder, City Manager

VIA: Adam Johnson, Director  
Finance Department

FROM: Lisa Martinez, Director  
Land Use Department



SUBJECT: Yolanda Cortez PSA

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The Land Use Department is requesting your approval of the attached Professional Services Agreement between the City of Santa Fe and Yolanda Cortez. The contract amount is not to exceed \$48,994.20 and will terminate on June 30, 2019. The contractor will be responsible for providing professional services to the City, specifically the Land Use Department for assistance with the implementation of the ERP system. Budget for this contract is available in 32142.510340.

Thank you for your consideration in this matter.

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 Cortez Consulting and Expediting (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 provide the following services for the City:

- A. Facilitates implementation of new software-technology to meet business process and customer service improvement objectives and goals
- B. Leads the City's preparation for and participation in vendor-led sessions for all functional areas
- C. Coordinates the capture and reporting of baseline and post-implementation performance metrics to measure the success of the new system;
- D. Reviews project documents and deliverables
- E. Identifies opportunities for policy, process, job and organizational design improvements;
- F. Assists with the review of testing and training materials

2. **STANDARD OF PERFORMANCE LICENSES**

A. The Contractor represents that it possesses the 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

rendered, a sum not to exceed forty eight thousand nine hundred ninety four dollars and twenty cents \$48,994.20, excluding NMGRT New Mexico Gross Receipts Tax. Payment shall be made for services actually rendered at a rate of thirty one dollars and sixty five cents \$31.65 per hour.

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. The City will not reimburse the Contractor for payment of gross receipts taxes beyond the agreed upon hourly rate.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

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**

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below.

6. **TERMINATION**

A. This Agreement may be terminated by the City and the Contractor upon 14 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, therefore 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, 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 Agreement.

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 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. 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 Contractors 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 Contractors 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:  
Land Use Department  
200 Lincoln Avenue  
PO Box 909  
Santa Fe, NM 87504

Contractor:  
Yolanda Cortez  
PO Box 512  
Santa Fe NM 87504

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:

CONTRACTOR:



BRIAN SNYDER, City Manager



YOLANDA CORTEZ

DATE: 01/22/2018

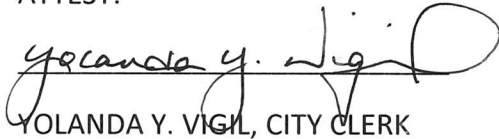
DATE: 1/23/18

CRS#\_ 03367194000\_\_\_\_\_

City of Santa Fe Business

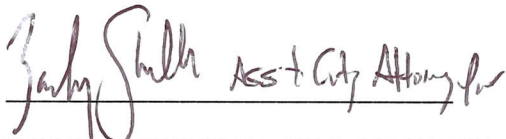
Registration # \_18-00148386\_\_\_\_\_

ATTEST:



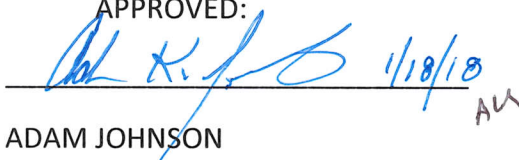
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:



ADAM JOHNSON

FINANCE DIRECTOR

Business Unit Line Item

32142.510340

## **Exhibit A Scope of Work**

### **I. Purpose of the Agreement including goals and objectives:**

The System Implementation Leader performs a variety of professional duties within the City to lead the functional implementation of new software-technology to meet business process and customer service improvement objectives and goals.

- Replace the current system, SunGard with Tyler Technologies Energov System
- Improve business process and service automation for the Land Use and Community Development Department.
- Achieve greater operational efficiencies

### **II. Performance Measures:**

All Deliverables must be signed for and approved by three designated members of the City of Santa Fe project team which include the IT Project Manager, Business Sponsor and Executive Sponsor. The Project Deliverables approval packet must include; Contract item, Invoice, Purchase Order and the Deliverable.

### **III. Activities.** See Deliverable Descriptions

### **IV. Deliverables**

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

**A. Deliverable Number 1 - Supervision, Direction and Coordination and Coaching**

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
Supervision, Direction, Coordination and Coaching		Throughout Project	\$31.65 per hour including GRT
Task Item	Sub Tasks	Description	
<b>Supervision Received</b>	<b>Sub 1</b>	<ul style="list-style-type: none"> <li>Contractor will meet regularly with the Department Director to receive guidance and direction.</li> <li>Contractor will work closely with the IT Project Manager and Business Liaison to ensure successful task completion.</li> <li>Contractor will provide feedback to the Department Director on the quality of work products produced by the team members.</li> </ul>	
<b>Provide Supervision</b>	<b>Sub 2</b>	<ul style="list-style-type: none"> <li>Contractor will direct the work of project team members involved in implementation projects or other project assignments.</li> <li>Contractor will coordinate the work of project team members involved in implementation projects or other project assignments.</li> <li>Contractor will monitor the work project team members involved in implementation projects or other project assignments.</li> <li>Contractor will review the work products of the project team members and provide feedback to the team member.</li> <li>Contractor will work closely with the project team members to facilitate assigned task completion.</li> <li>Contractor will identify task completion obstacles and escalate to City management to strategize and provide solutions facilitating task completion.</li> <li>Contractor will lead, coach, instruct and motivates employees to foster a team work environment.</li> </ul>	

**B. Deliverable Number 2 – Vendor Liaison**

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
Vendor Liaison		Throughout Project	\$31.65 per hour including GRT
Task Item	Sub Tasks	Description	
Vendor Liaison	Sub 1	<ul style="list-style-type: none"><li>Contractor will liaise with the software vendor, Tyler Technologies working professionally to identify problems and work diligently to provide solutions.</li><li>Contractor will liaise with Tyler Technologies Project Manager and Implementation consultants to provide details needed to support implementation and project assignments.</li><li>Contractor will monitor vendor performance and provide feedback to the Department Director and work with Tyler to resolve vendor performance issues.</li><li>Contractor will lead the effort to develop the statements of work and contracts for the integration of Energov to third party interfaces i.e. Selectron, Eagleview etc.</li></ul>	

**C. Deliverable Number 3 – Training**

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
Training		Throughout Project	\$31.65 per hour including GRT
Task Item	Sub Tasks	Description	

<b>Training</b>	<b>Sub 1</b>	<ul style="list-style-type: none"> <li>• Contractor will participate in vendor led Fundamentals Training.</li> <li>• Contractor will provide feedback to vendor on training quality and performance.</li> <li>• Contractor will provide oversight of employee trainings to ensure proper knowledge transfer to project team members.</li> <li>• Contractor will identify project team members who are in need of follow up or remedial training.</li> <li>• Contractor will provide oversight of training sessions to ensure project team members stay on topic and focused on the subject material.</li> <li>• Contractor will provide feedback to the Department Director on project team member's performance issues as related to training.</li> <li>• Contractor will review all training materials for completeness and accuracy and provide feedback to the Department Director and vendor training manager.</li> </ul>
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**D. Deliverable Number 4 – Leadership and Implementation Support**

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
Implementation Support		Throughout Project	\$31.65 per hour including GRT
Task Item	Sub Tasks	Description	
	<b>Sub 1</b>	<ul style="list-style-type: none"> <li>• Contractor will lead the City's preparation for and participation in vendor-led sessions for all functional areas.</li> <li>• Contractor will identify Subject Matter Experts (SMEs) to participate in project activities;</li> <li>• Contractor will review project documents and deliverables and work with the IT Project Manager to validate vendor deliverables.</li> <li>• Contractor will attend all project status meetings.</li> <li>• Contractor will facilitates business process discussions with SMEs to result in documented decisions for configuration and workflow for the project.</li> <li>• Contractor will document and review "To Be" business processes, rules and regulations;</li> <li>• Contractor will lead business process value stream mapping to define operational expectations for the future state of each</li> </ul>	

		<p>business process.</p> <ul style="list-style-type: none"> <li>• Contractor will identify opportunities for policy, process, job and organizational design improvements;</li> <li>• Contractor will lead the development of new policy, procedures and updates of current policy and procedures in alignment with the new systems.</li> <li>• Contractor will review all testing materials for completeness and accuracy and provide feedback to the Department Director and vendor Project Manager.</li> <li>• Contractor will lead the City's participation in testing for all functional areas.</li> <li>• Contractor will develop and execute all system testing; <ul style="list-style-type: none"> <li>• Contractor will collaboratively lead the effort to create tests cases.</li> <li>• Contractor will collaboratively develop and execute test plans and facilitate the user acceptance testing effort.</li> <li>• Contractor will lead all testing efforts including UAT User Acceptance, EUT End User Training, System Acceptance Testing and Interface Integration testing.</li> </ul> </li> <li>• Contractor will lead the effort to identify report requirements by interfacing with the Subject Matter Experts and Functional Leads and turn needs into report requirements.</li> <li>• Contractor will ensure all report requirements are considered.</li> <li>• Contractor will manage operational readiness activities from the Department perspective.</li> <li>• Contractor will collaboratively work with the Change Manager to ensure all project communications and changes are communicated and understood by all stakeholders.</li> <li>• Contractor will coordinate the establishment of baseline performance data.</li> <li>• Contractor will lead internal work sessions to collect and document information required by vendor (Tyler Energov Surveys).</li> </ul>
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**E. Deliverable Number 5 – Go Live and Post Implementation Support**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
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Go Live and Post Implementation Support		Go Live and Post Go Live	<ul style="list-style-type: none"> <li>\$31.65 per hour including GRT</li> </ul>
Task Item	Sub Tasks	Description	
<b>Go Live and Post Implementation Support</b>	<b>Sub 1</b>	<ul style="list-style-type: none"> <li>Contractor will provide Go Live support by providing oversight and leadership in identifying issues and work collaboratively towards resolution.</li> <li>Contractor will lead the effort to capture and report the baseline and post-implementation performance metrics to measure the success of the new system.</li> </ul>	



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

**RECEIVED**  
PS000505  
JAN 18 2019  
FINANCE DEPT  
CITY OF SANTA FE

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

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

2 Name of Contractor Cortez Consulting and Expediting

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$48,994.20

Termination Date: June 30, 2019

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

☒ or by City Manager Date: \_\_\_\_\_

**Contract is for:** System Implementation Leader Professional Services to Support the Tyler Energov Project

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

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

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

☐ Approved by Council \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

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

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ 48,994.20 of original Contract# \_\_\_\_\_ Termination Date: 06/30/2019

Reason: System Implementation Leader Professional Services to Support the Tyler Energov Pr

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

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

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

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

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

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

Total of Original Contract plus all amendments: \$ \$48,994.20



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC 1987

Official Document  
Please Post

Business Name: **CORTEZ CONSULTING & EXPEDITING**

Location: **2405 SYCAMORE LOOP**      **ANNX2**

Class: **BUSINESS REGISTRATION - STANDARD**

Comment:

Control Number: 0071305

License Number: 18-00148386

Issue Date January 08, 2018

Expiration Date December 31, 2018

**CORTEZ CONSULTING & EXPEDITING**  
**PO BOX 512**

**SANTA FE NM 87504**

**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 TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.**




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/18/2018

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>  James Armijo, State Farm 901 W Alameda  Santa Fe NM 87501		<b>CONTACT</b> NAME: James Armijo, State Farm PHONE (A/C, No, Ext): 505-982-4412 FAX (A/C, No): 505-982-4413 E-MAIL ADDRESS: james.armijo.jxfr@statefarm.com	
<b>INSURED</b>  Cortez Consulting And Expediting Services LLC PO BOX 512  Santa Fe NM 87504		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Farm Fire and Casualty Company NAIC #: 25143 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.

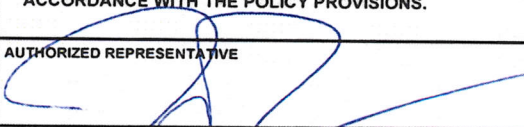
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
SF	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	91-BL-T045-6	01/18/2018	01/18/2019	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$ 300,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

Additional Insured: City Of Santa Fe  
PO BOX 909  
Santa Fe NM 87504

## 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 



**PERA**

Public Employees  
Retirement Association  
of New Mexico

Daniel Mayfield  
Chair, Retiree Member  
Wayne Propst  
Executive Director

P: (505) 476-9300  
F: (505) 476-9401  
Toll Free:  
1 (800) 342-3422

INVESTED IN TOMORROW.

January 12, 2018

**Via Email to: [ldmartinez@santafenm.gov](mailto:ldmartinez@santafenm.gov)**

Ms. Lisa D. Martinez, Land Use Department Director  
City of Santa Fe  
Santa Fe, New Mexico

**Re: Professional Services Agreement,**  
**City of Santa Fe / Ms. Yolanda J. Cortez**  
**Contract Term: June 30, 2019**

Dear Ms. Martinez:

I have reviewed the proposed Professional Services Agreement, which you emailed to PERA concerning the above-referenced matter. The Contract complies with PERA's requirements for rendering services as an independent contractor. PERA Rule 2.80.1100.40 NMAC. Under the terms of the Contract, Ms. Yolanda J. Cortez will provide services as an "independent contractor." As an independent contractor, the PERA Act's provision for the suspension of pension benefits for post-retirement employment with an affiliated public employer does not apply to Ms. Cortez.

PERA Rule 2.80.1100.40.B NMAC requires that all renewals, amendments or modifications of this contract must be submitted to PERA for evaluation fifteen (15) working days prior to the effective date. PERA will require a copy of the amended or modified agreement with approving signatures. If you have any questions about PERA's statutes and rules as they relate to Ms. Cortez' contract, please contact me at 476-9351.

Sincerely,

**KAREN A. RISKU**  
Deputy General Counsel

KAR/acv

cc: Ms. Yolanda J. Cortez  
P.O. Box 512  
Santa Fe, New Mexico 87504

