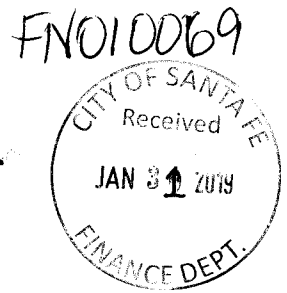


ITEM # 19-0087



CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work as described in Exhibit "A" attached hereto and incorporated herein.

2. Compensation.

A. The total compensation under this Agreement shall not exceed fifty-eight thousand six hundred and ten dollars (\$58,610) including New Mexico gross receipts tax as described in Exhibit "A" attached hereto and incorporated herein. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall begin on date approved by the City, and end on July 1, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. **Termination.**

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

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

5. **Appropriations.**

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. 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.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies

with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. 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.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:

Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM, 87507

To the Contractor:

Police Foundation
1201 Connecticut Avenue, NW, Suite 200
Washington DC, 20036

27. **Authority.**

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

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:

Police Foundation

ERIK LITZENBERG, CITY MANAGER

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

*Legal requested
this page stop.*

*(Contractor had to
reprint — they signed
the other page. Please
use the signature page.)*

Washington DC, 20036

27. **Authority.**

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

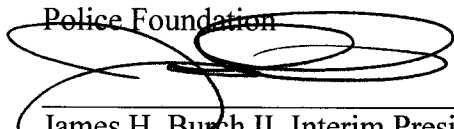
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ERIK LITZENBERG, CITY MANAER

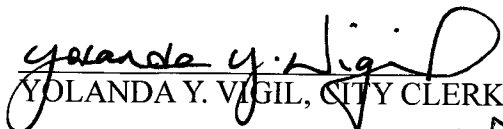
DATE: 2/4/2019

CONTRACTOR:

Police Foundation

James H. Burch II, Interim President

DATE: 01/25/2019
CRS# 02-961182-002
Registration # 19-00155251

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
DWW

APPROVED AS TO FORM:

See page #8
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

APPROVED AS TO FORM:

EMM 1/15
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR 2-6-19

22210.510300
Business Unit Line Item



**COMMAND TRANSITION ASSESSMENT FOR THE SANTA FE POLICE DEPARTMENT :
PHASE I - STAFFING ASSESSMENT**

PROPOSAL SUBMITTED BY:

**POLICE FOUNDATION
1201 CONNECTICUT AVENUE, NW, #200
WASHINGTON, DC 20036**

**SUBMITTED TO:
CITY OF SANTA FE
200 LINCOLN AVENUE
SANTA FE, NEW MEXICO 87504**

12/6/18

Exhibit "A"

OVERVIEW AND INTRODUCTION

The Police Foundation respectfully submits this proposal to the City of Santa Fe and the Santa Fe Police Department (SFPD) for the completion of an initial command transition assessment focused on staffing resources. The purpose of this project is to complete an assessment of SFPD's current organization structures and staffing levels, as well as officer recruitment, hiring, promotion, and retention practices to provide recommendations that support an effective, sustainable and efficient delivery of police services to the community. As a new Chief transitions into leadership, objective and independent assessments will be critical to inform strategic decisions and future resource allocations.

The Police Foundation is a nonprofit organization committed to advancing policing. We offer comprehensive and data-driven consulting services, resulting in action-oriented recommendations. Our renowned leadership in the field and familiarity with police department operational requirements provide us the experience and knowledge to efficiently and effectively complete project tasks.

The Police Foundation has assembled a lean, highly qualified team with extensive experience in police department organizational and management studies and best practices in policing. Our team's experience with police department operational requirements, as well as knowledge regarding resource allocation and management, provide us with the expertise to efficiently and effectively complete the tasks as described in this proposal.

The Police Foundation's proposed approach to this initial command transition assessment focused on staffing resources is outlined below. We will collect information through in-person and telephone interviews; review and analysis of existing agency aggregate data and analytical products; and personal observations. Throughout our assessment, areas of superior performance will be identified and areas for improvement will be indicated.

TASK 1. INITIAL INFORMATION GATHERING

The project will begin by identifying the Santa Fe Police Department's core business processes and functions in order to help conceptualize what the department sees as its priority issues. As part of this task we will review, at a minimum, the following documents:

- Laws, regulations and ordinances establishing the department;
- Statements of mission, vision, and values for the department;
- Budget documents to determine the city's intent for the provision of police services;
- Current city/union contract; and
- Internal directives describing the purposes and functions of the police department and its divisions/units.

We intend to interview the following persons:

- The Mayor, City Manager, Chief of Police and other city department heads;
- City Council members;

- Police department command staff members;
- Members of work groups that make up the department;
- Union/employee association leadership; and
- Citizen and community group representatives, as appropriate.

During these interviews we will determine high priority challenges and major policy preferences regarding the delivery of police services in Santa Fe. These policy preferences may include:

- The approach that has been used by the police department to address the city's crime, violence, and disorder problems;
- How patrol time should be expended (what is the desired mixture of calls for service response, self-initiated activity, community engagement and problem solving, administrative tasks, free patrol time, traffic control and enforcement);
- The level of investigative effort desired to solve crimes;
- Crime prevention activities – both short and long range – including community crime prevention and education, crime prevention through environmental design, school-based programs (School Resource Officers), and gang suppression; and
- Preferences for specialized units versus the use of generalists.

The degree to which the department desires to focus on each of the above areas directly impacts staffing requirements and practices. An agency focused primarily on addressing crime and disorder problems will require greatly different staffing levels than one that focuses on problem-solving and community-oriented policing. This initial information gathering will inform recommendations regarding priority actions to address identified challenges.

TASK 2. ANALYZE CURRENT DEPARTMENT ORGANIZATION AND STAFFING LEVELS

With this background information and identified policy preferences, the Police Foundation Team will then examine the current staffing resources of the police department. Typically this information includes examining the department's organizational structure and current composition of the police force, including sworn and civilian employees. In general, positions that require the legal power and authority, the training and certifications that come from sworn status, will be assigned to front line units. Where the powers and training of a sworn officer are not needed and where lower cost and/or specialized expertise is desirable, civilian and/or volunteer positions will be considered.

Patrol: We will examine the current composition of the department's patrol division, including division structure, patrol scheduling, and the use of overtime.

Criminal Investigations: We will examine the current composition of the department's investigative functions.

Operational and Administrative Support: We will assess specialized unit staffing. The mission of each unit (e.g., records, property and evidence, parking enforcement, victims' assistance, multijurisdictional task forces, etc.) and its staffing levels, to include civilian vs sworn, will be examined.

An assessment of other applicable functions performed by the department, such as finance and human resources, will be conducted as appropriate.

This task is not an agency workload assessment. Our analysis under this task will leverage existing agency aggregate data and analytical products, will not involve new data collections or analysis, and will be primarily qualitative in nature. Future projects/contracts may involve more extensive data analysis at the City's discretion.

TASK 3: ASSESSMENT OF RECRUITMENT, HIRING, TRAINING, AND RETENTION

The Police Foundation Team will review SFPD personnel management practices related to recruitment, hiring, promotion, and retention, including recruitment information and material provided on websites and at recruiting events. We will also interview members of the department involved in recruitment, marketing, and hiring, as well as those who have recently gone through the process, to gain insight into specific processes from various internal perspectives.

The PF Team will examine the selection process to determine whether it is designed to "select in" the best possible candidates or "select out" those unfit. An assessment will be made of decision points in the process that result in disqualification. Similarly, we will review SFPD promotional practices and interview members of the department involved in administering those practices. We will examine recruitment, promotion, and retention data to identify trends and findings, including cultural and generational trends that may impact retention/attrition. In addition, the PF Team will review related human resources data, including salary and benefits packages, and application processes and requirements.

The information gathered regarding SFPD recruitment, selection, retention, and promotion will be compared to practices in nearby jurisdictions to identify similarities and differences.

The Police Foundation Team will also review current SFPD training curricula, to include the state regional recruit academy (basic training) curriculum for all SFPD new hires, as well as in-service training and supervisory and management development practices. We will review training policies, procedures and processes, as well as curriculum, instructor qualifications and training schedules. In addition, we will interview members of the training section of the department, as well as those who have recently gone through academy and in-service training to gain insight into training on specific focus areas. This will include professional development policies and practices, including those supporting academic certifications or degrees, as well as current coaching and/or mentoring practices aimed at career growth.

TASK 5: DRAFT RECOMMENDATIONS

Based on the information gathered and examined in Tasks 1 – 4, the PF Team will develop recommendations regarding staffing assignments, as well as officer recruitment, selection, retention, promotion, to improve the efficiency and effectiveness of the SFPD. These staffing recommendations will take into account sworn vs. civilian status, and will include cost-effective methods for improving officer recruitment and retention. In offering these recommendations, weight will be given to career development of both sworn and civilian employees. Sworn managers who do not learn key management support components may lack a well-rounded view of the organization, needed for successful high-level command. Conversely, civilian employees

who are unable to see a path to management may become disgruntled and higher turnover may result.

This task will include a review of the current organization to determine whether greater efficiency and effectiveness can be gained by revising the current mix of sworn/civilian staffing, as well as the use of volunteer staff.

TASK 6: FINAL REPORT

The Police Foundation Team will use the work products developed in the previous tasks to create a draft report, the highlights of which will be a series of recommendations based on the data collected.

We will review the draft report with the Chief of Police, City Manager, and the Mayor. We view this process as important to discover any errors, omissions, or unclear areas of the report. Appropriate additions and/or revisions that result from this review and comment will be part of the final report.

A final written report will be delivered to the SFPD electronically, unless otherwise requested.

PRICING

This Price Proposal aligns with the work as proposed herein. Costs were derived upon careful consideration of the project scope. The proposed firm fixed price for completion of the Command Transition Assessment: Phase I Staffing Assessment as described above is: \$58,610.

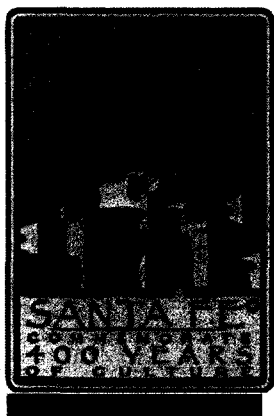
Pricing Assumptions: The following represent assumptions used to develop the Price Proposal.

- a. The City of Santa Fe will provide adequate staff with decision making authority to support project efforts.
- b. The Police Foundation will have access to necessary information and Santa Fe personnel to complete this project.
- c. The Police Foundation will complete this project with staff working on and offsite.
- d. This project will be contracted as a firm fixed price.
- e. The proposed project will last approximately 3 - 4 months in duration, beginning on or about January 1, 2019.

DESIGNATED POINT OF CONTACT

For the purposes of this proposal and contract negotiations with the Police Foundation the designated point of contact is:

Dean Esserman, Senior Counselor
Police Foundation
1201 Connecticut Avenue, NW, Suite 200
Washington, DC 20036
Phone: 202-833-1460; desserman@policefoundation.org



Business Licenses

[Home](#)
[License Information](#) ►
[Renew License](#)
[Email Us](#)

Public License Information

Renew License

License Number: 19-00155251

Business Control: 0073214

Location ID: 000034965

Business Name & Address

POLICE FOUNDATION

SF COUNTY

SANTA FE NM 87501

Date Opened:

Mailing Address

1201 CONNECTICUT AVE NW

WASHINGTON DC 20036

Contractor Flag:

Type of Ownership:

Business Phone: (202) 833-1460

Status: Active

Owner Information

BURCH JAMES

License Information

Classification: 010COUN BUSINESS LOCATED OUT OF CITY LIMITS

License Status, Date: ACTIVE , 01/28/2019

Appl, Issue Date: 01/28/2019, 01/28/2019

License Valid Thru Date: 12/31/2019



POLIFO1

OP ID: RY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2019

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

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

PRODUCER Moody & Associates, Inc. 20251 Century Blvd, Suite 425 Germantown, MD 20874-1191 Christopher Moody II, CIC	301-417-0001	CONTACT NAME: Alex Marbach, CIC, CISR	
		PHONE (A/C, No, Ext): 301-417-0001	FAX (A/C, No): 301-417-0040
		E-MAIL ADDRESS: amarbach@moodyinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Phoenix Insurance Company	25623
		INSURER B: Travelers Indemnity Company	25658
		INSURER C: AXIS Insurance Company	37273
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6800F539802	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0F539783	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP0F539642	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4J636087	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Professional			P-001-000034775-01	09/01/2018	09/01/2019	Per claim \$ 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)

CERTIFICATE HOLDER

CITYSA9

City of Santa Fe
Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

RECEIVED
05001381
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 Police Foundation

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$58,610.00

Termination Date: May 1, 2019 July 1, 2019 ✓

☐ Approved by Council

Date: _____

☒ or by City Manager

Date: _____

Contract is for: Assessment and evaluation of the Santa Fe Police Department

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 \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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 Exempt under 20,000 Three written quotes

6 Procurement History: _____

example: (First year of 4 year contract)

Shirley Rodriguez
Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: GRT

BU/Line Item: 22210.510300

[Signature]
Budget Officer Approval

Comments or Exceptions: _____

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: Robert Vasquez, Deputy Chief of Police

Phone # 955-5163

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: