



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** October 27, 2020

**TO:** Jarel LaPan Hill, City Manager

**VIA:** Mary McCoy, Finance Director  
Fran Dunaway, Chief Procurement Officer  
Alexis Lotero, Budget Officer

**FROM:** Kyra Ochoa, Community Services Director

*KO*  
KO (Oct 27, 2020 08:30 MDT)

### ITEM AND ISSUE:

Request for the City Manager to sign two professional services contracts, one with Somos un Pueblo Unido in the amount of twenty-thousand dollars (\$20,000) and one with Chainbreakers in the amount of twenty-thousand dollars (\$20,000). Both contractors will provide outreach and education, and receive referrals through the Connect network to serve residents in need of direct financial relief.

### BACKGROUND AND SUMMARY:

Both Somos un Pueblo Unido and Chainbreakers are supporting the Family Independence Initiative (FII) contract which provides direct economic relief to indigent City residents affected by COVID as part of the Governing Body's budgeted 3.6 million for the Connect Program. The Somos un Pueblo Unido and Chainbreakers contracts are funded through the Youth and Family Services Quality of Life budget

As part of the City's CARES Act funding, the Community Services Department was granted 3.6 million dollars in funding for the Connect program to be distributed for the housing, food, transportation, utility, and safety needs of residents affected by COVID-19. Approximately two million dollars of this funding has been allocated to non-profit health and human service providers in our Connect network. The remainder has been earmarked to provide direct economic assistance to be administered by a national organization, the Family Independence Initiative (FII). Those eligible are city of Santa Fe residents who have experienced financial hardship due to COVID-19, resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses; and who were not eligible for unemployment and/or sick leave or are facing eviction.

Somos un Pueblo Unido protects worker's rights, has a large membership and is well-known in the immigrant community of Santa Fe. Somos will assist those eligible to access the FII fund via the FII website. Somos is well positioned to identify, reach, and screen residents who, due to COVID:

- Experienced reduction in work hours per household
- Do not qualify for unemployment insurance or federal stimulus
- Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure
- Do not qualify for sick leave benefits

Chainbreakers advocates for the rights of renters. By far the largest expense that those in need face is for rent, and our regular Connect fund covers that cost. We know from our navigation network that many residents in our community experience difficulty utilizing this assistance because they live in multi-family households and do not have lease agreements in their names or because their landlords do not accept third-party payments for rent.

For \$3,000 in eviction prevention, Chainbreakers will serve those who:

- Live in the City of Santa Fe and are at risk of eviction or experiencing other housing hardship
- Are in any stage of the process of eviction
- Have experienced an increase in rent at any period since April 1, 2020
- Have no written lease
- Have a lease with less than 6 months remaining (which should cover year-long leases that are at or near term, SRO rentals, month to month leases, weekly leases)
- Have a hardship paying rent for any rent period since April 1, 2020
- Received a written or verbal demand of payment of rent, fines, fees or other penalties from their landlord or property manager at any time since April 1, 2020.
- Received written or verbal notice of intent to evict by landlord or property manager at any time since April 1, 2020

**PROCUREMENT METHOD:**

Small purchase.

**FUNDING SOURCE:**

**Fund Name/Number:** Quality of Life/Fund 255

**Munis Org Name/Number:** QOL - YFD Youth Programs/2550124

**Munis Object Name/Number:** Grants and Services/510400

**ACTION REQUESTED:**

Request for the City Manager to sign two professional services contracts, one with Somos un Pueblo Unido in the amount of twenty-thousand dollars (\$20,000) and one with Chainbreakers in the amount of twenty-thousand dollars (\$20,000).



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202296

Contractor: Chainbreakers Collective

Description: 2020 CARES Act CONNECT Service Provider

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: Upon signature Term End Date: 6/30/2020

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

**Contract / Lease: PROFESSIONAL CONTRACT FOR NAVIGATION SERVICES**

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

Increase/(Decrease) Amount \$ 20,000.00

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

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

**Amendment is for:**

**2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**3. Procurement History:** \_\_\_\_\_

*Frank Dunaway*  
Frank Dunaway (Nov 4, 2020 14:08 MST)

Nov 4, 2020

Purchasing Officer Review:

Date:

Comment & Exceptions: CARES ACT FUNDS

**4. Funding Source: Fund - 255 Quality of Life**

*Alexis Lotero*  
Alexis Lotero (Nov 4, 2020 13:15 MST)

Org / Object: 2550124.510400

Nov 4, 2020

Budget Officer Approval:

Date:

Comment & Exceptions: 2400122.510400 CARES20HSC

Staff Contact who completed this form: Michelle Gurule Phone # 955-6913

Email: magurule@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CHAINBREAKERS COLLECTIVE

Procurement Title: 2020 CARES Act Service Provider

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒ Healthcare Exemption

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Community Services Staff Name Julie Sanchez

### Procurement Requirements:

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: <u>FEIN #20-4216836; CRS #03-157790-00-7; SF License #226484</u>

Kent DeYoung Administrative Manager 09/22/2020

Department Rep Printed Name (attesting that all information included) Title Date



Fran Dunaway (N 4, 2020 14:08 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

## **SANCHEZ, JULIE J.**

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**From:** DUNAWAY, FRANCES A.  
**Sent:** Thursday, October 15, 2020 12:48 PM  
**To:** OCHOA, KYRA R.  
**Cc:** SANCHEZ, KATHY S.; SANCHEZ, JULIE J.  
**Subject:** RE: Determinations/SOMOS and CHAINBREAKER NAVIGATION TO ECONOMIC RELIEF FUNDS IN THE CONNECT NETWORK/Providing outreach and linking eligible residents to Economic Relief funds within the CONNECT network/Community Service/Kyra Ochoa

Hi Kyra,

The scope does not have networking health care providers or jointly operating a common health care service. They are really providing a health care service to reduce health care costs. This is more a service to assist developing applications, educational programs, media, issuance of relief funding for financial hardships etc.

***My determination is professional service based on the SOW they are providing more of a program management service. Cost \$25,000 would require 3 valid quotes pursuant to the City Procurement Manual.***

### ***13-1-98.1 Hospital and health care exemption***

B. an agreement with any other state agency, local public body or external procurement unit or any other person, corporation, organization or association for the purpose of creating a network of health care providers or jointly operating a common health care service, if the state purchasing agent or a central purchasing office makes a determination that the arrangement will or is likely to reduce health care costs, improve quality of care or improve access to care.

***Fran Dunaway, CPO, CNMB  
Chief Procurement Officer  
City of Santa Fe  
"Stay Safe & Healthy"***

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**From:** OCHOA, KYRA R. <krochoa@santafenm.gov>  
**Sent:** Wednesday, October 14, 2020 1:07 PM  
**To:** DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>  
**Cc:** SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>  
**Subject:** Determinations/SOMOS and CHAINBREAKER NAVIGATION TO ECONOMIC RELIEF FUNDS IN THE CONNECT NETWORK/Providing outreach and linking eligible residents to Economic Relief funds within the CONNECT network/Community Service/Kyra Ochoa

Hi, Fran,

The agencies Somos un Pueblo Unido and Chainbreakers have a slightly different role in the Connect network and would prefer that their roles be more specifically defined than in the last scope I sent. Would you still consider this revised scope part of the healthcare exemption?

Thanks,  
Kyra

## 1. SCOPE OF SERVICES FOR SOMOS UN PUEBLO UNIDO (\$25,000)

The Contractor will join the CONNECT network to assist City residents who were ineligible for federal COVID-19 Economic Impact Payments and unemployment insurance benefits and who have experienced financial hardships due to the pandemic to apply for a one-time financial relief available through the City.

To meet these requirements, the Contractor will:

- A. Assist City in developing requirements and application process for COVID-19 relief funds.
- B. Plan and execute a community education program via Spanish-language media, Somos Un Pueblo Unido's social media platforms, email and text messaging lists along with other means to inform potential applicants of the one-time disaster relief and the essential worker relief funds available through the City and of the eligibility requirements for a COVID-19 Disaster Relief Fund and an Essential Worker Relief Fund;
- C. Provide Navigation Services to City of Santa Fe residents.
  - 1. Navigation services to a minimum of 3 unduplicated clients x \$150.60 per individual served.
- D. Navigate residents to resources by pre-screening, guiding and supporting their applications for relief via the Family Independence Initiative (FII) online application process.
- E. Link potential applicants to the City's CONNECT program and/or website to assist with future referrals and support to the immigrant and low-wage worker population during the pandemic to assist with compliance of the state's public health orders.
- F. Support the City in training Santa Fe CONNECT partners regarding the requirements of the COVID-19 disaster relief funds.
- G. Respond to referrals sent through the CONNECT online platform Unite Us, using the platform to note outcomes.

## 2. SCOPE OF SERVICES FOR CHAINBREAKERS (\$25,000)

The Contractor will join the CONNECT network to assist City residents who at risk of eviction during the COVID-19 pandemic who have experienced financial hardships due to the pandemic to apply for a one-time financial relief available through the City.

To meet these requirements, the Contractor will:

- A. Assist City in developing requirements and application process for COVID-19 relief funds.
- B. Plan and execute a community education program via social media platforms, email and text messaging lists along with other means to inform potential applicants of the one-time eviction prevention funds available through the City and of the eligibility requirements for a COVID-19 Eviction Prevention Funds;
- C. Provide Navigation Services to City of Santa Fe residents.
  - 1. Navigation services to a minimum of 166 unduplicated clients x \$150.60 per individual served.
- D. Navigate residents to resources by pre-screening, guiding and supporting their applications for relief via the Family Independence Initiative (FII) online application process.
- E. Link potential applicants to the City's CONNECT program and/or website to assist with future referrals and support to low-income people experiencing housing insecurity in the pandemic to assist with compliance of the state's public health orders.
- F. Support the City in training Santa Fe CONNECT partners regarding the requirements of the COVID-19 eviction prevention fund.

G. Respond to referrals sent through the CONNECT online platform Unite Us, using the platform to note outcomes.

**Kyra Ochoa**  
**Director of Community Services**  
**City of Santa Fe**  
**(505) 955-6603**  
**(505) 490-5367 (cell)**



## 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 **CHAINBREAKERS COLLECTIVE**, 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. **Definitions.**

- a. Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

### 2. **Scope of Work.**

- A. The Contractor will join the CONNECT network to assist City residents who at risk of eviction during the COVID-19 pandemic who have experienced financial hardships due to the pandemic to apply for a one-time financial relief available through the City. To meet these requirements, the Contractor will:
  - i. Assist City in developing requirements and application process for COVID-19 relief funds.
  - ii. Plan and execute a community education program via social media platforms, email and text messaging lists along with other means to inform potential applicants of the one-time eviction prevention funds available through the City and of the eligibility requirements for a COVID-19 Eviction Prevention Funds;
  - iii. Provide Navigation Services to City of Santa Fe residents.
    - a. Navigation services to a minimum of 166 unduplicated clients x \$120.48 per individual served.
  - iv. Navigate residents to resources by pre-screening, guiding and supporting their applications for relief via the Family Independence Initiative (FII) online application process.
  - v. Link potential applicants to the City’s CONNECT program and/or website to assist with future referrals and support to low-income people experiencing housing insecurity in the pandemic to assist with compliance of the state’s public health orders.
  - vi. Support the City in training Santa Fe CONNECT partners regarding the requirements of the COVID-19 eviction prevention fund.
  - vii. Respond to referrals sent through the CONNECT online platform Unite Us, using the platform to note outcomes.



B. Deliverables:

- i. One end of contract report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the City of Santa Fe Community Services Department/Youth and Family Services Division.

2. Compensation.

**The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rates listed below:**

<u>FY</u>	<u>Tier</u>	<u>Rate</u>	<u>Amount not to be exceeded each year</u>
<u>A. FY21</u>	<u>II</u>	<u>\$120.48 per client x 166</u>	<u>\$20,000</u>
<b><u>The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed twenty-five thousand dollars (\$20,000).</u></b>			

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 terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**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. Non-Collusion.**

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

**10. Release.**

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

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

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

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

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

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

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

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

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

**14. Amendment.**

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

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

**15. 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.

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

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

**17. Equal Opportunity Compliance.**

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

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

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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.

**19. Workers Compensation.**

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

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

**21. Other Insurance**

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

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

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

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

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

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

**23. Indemnification.**

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

**24. New Mexico Tort Claims Act**

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

**25. Invalid Term or Condition.**

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

**26. Enforcement of Agreement.**

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

**27. Notices.**

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

To the City: [Kyra Ochoa, Department Director, 500 Market Station Suite 200,  
[krochoa@santafenm.gov](mailto:krochoa@santafenm.gov)].

To the Contractor: [Tomas Rivera, 1500 5<sup>th</sup> Street, Unit 12, Santa Fe, NM 87505,  
[tomas@chainbreaker.org](mailto:tomas@chainbreaker.org)]

**28. Authority.**

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

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit one annual reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT.

B. **Fiscal Year Quarters:**  
Final Report: October - December

**Reports Due:**  
January 5, 2021

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:

Jarel LaPan Hill  
Jarel LaPan Hill (Nov 5, 2020 11:46 MST)

JAREL LAPAN HILL  
CITY MANAGER

DATE: Nov 5, 2020

CONTRACTOR: TR  
CHAINBREAKERS COLLECTIVE

[Signature]  
NAME: Tomas Rivera  
TITLE: Executive Director

DATE: 10/21/20

CRS # 03-157790-09-00007  
REGISTRATION# 226484

ATTEST:

[Signature]

YOLANDA Y. VIGIL  
CITY CLERK

XIV  
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Oct 21, 2020 08:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

[Signature]

MARY T. MCCOY  
FINANCE DIRECTOR

2550124.510400

Munis Org. and Obj. Code





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

## BUSINESS REGISTRATION

**Business Name:** CHAINBREAKER COLLECTIVE  
DBA: CHAINBREAKER COLLECTIVE

**Business Location:** 1515 FIFTH ST  
SANTA FE, NM 87501

**Owner:** DEVON LONG

**License Number:** 226484

**Issued Date:** March 11, 2020

**Expiration Date:** December 31, 2020

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

CHAINBREAKER COLLECTIVE  
PO BOX 31666  
SANTA FE, NM 87594

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.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

DATE (MM/DD/YYYY)

10/08/2020

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> Blue Chip Insurance Agency P.O. Box 5355 1040 Don Diego Santa Fe, NM 87502 John Bennett		<b>CONTACT NAME:</b> John Bennett <b>PHONE (A/C, No, Ext):</b> 505-988-4425 <b>FAX (A/C, No):</b> 505-988-7454 <b>E-MAIL ADDRESS:</b> johnbennett@bluechipsantafe.com <b>PRODUCER CUSTOMER ID #:</b> CHAIN-1	
<b>INSURED</b> CHAINBREAKER COLLECTIVE 1500 Fifth St., #12 Santa Fe, NM 87505		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Co. <b>INSURER B:</b> NM Southwest Casualty Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>		PHPK2045766	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$ None	
							GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			PHPK2045766	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	N / A	0100833.101	01/13/2020	01/13/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

Bicycle shop - Non-profit  
Re: City of Santa Fe - Grant Application

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Santa Fe</b> P. O. 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.
	<b>AUTHORIZED REPRESENTATIVE</b> John Bennett

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**Signature:** Xavier Vigil  
Xavier Vigil (Nov 5, 2020 11:44 MST)

**Email:** xivigil@santafenm.gov











# CM COMM SVS CHAINBREAKERS CARES ACT


Final Audit Report

2020-11-05


Created:	2020-11-04
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-r0-xxsR6Uhd0BSRIktbE8Hc91OESyz7

## "CM COMM SVS CHAINBREAKERS CARES ACT" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-11-04 - 8:09:50 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-11-04 - 8:13:32 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-11-04 - 8:13:54 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-11-04 - 8:15:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-11-04 - 8:15:23 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2020-11-04 - 9:07:58 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-11-04 - 9:08:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2020-11-04 - 9:08:37 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-11-05 - 1:09:22 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
Signature Date: 2020-11-05 - 1:09:55 AM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature

2020-11-05 - 1:09:59 AM GMT

 Email viewed by Xavier Vigil (xivigil@santafenm.gov)


2020-11-05 - 6:02:23 PM GMT- IP address: 104.47.65.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-11-05 - 6:44:37 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature


2020-11-05 - 6:44:40 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-11-05 - 6:45:41 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)


Signature Date: 2020-11-05 - 6:46:24 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature

2020-11-05 - 6:46:28 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-11-05 - 7:28:24 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-11-05 - 7:30:22 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-11-05 - 7:30:22 PM GMT